

## **PORtalBurn Participant Release and Waiver**

### POrtalBurn Terms and Conditions, Waiver, and Release Form

#### ("Terms & Conditions")

In consideration of being allowed to participate in and attend the 2024 Upstate New York POrtalBurn Arts, Inc. event (the "Event" or "PORtalBurn Event"), I agree to comply with any and, all rules, regulations, terms, and conditions of the POrtalBurn Event, Including but not limited to the following.

1. I certify that I am physically able to participate in the POrtalBurn Event and in any associated activity or performance and that I have not been advised otherwise by a qualified medical professional.
2. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss, and severe social and economic losses. These risks include but are not limited to, those caused by: (a) the actions, inactions, or negligence of the organizers of the PortalBurn Event, i.e., Upstate New York POrtalBurn Arts, Inc. and its officers, directors, employees, agents, representatives, volunteers, contractors, and/or affiliates (collectively, "PORtalBurn") and/or participants in the Event; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of participants; (g) the widespread use by participants and by POrtalBurn of fire, pyrotechnics, flame effects, explosions, and other similar activities; and (h) vehicular traffic (i) swimming in the onsite pond. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY, OR DEATH, WHICH MAY OCCUR BY ATTENDING THE 2024 POrtalBurn EVENT, AND HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD POrtalBurn HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF POrtalBurn, OR FROM THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.
3. I acknowledge and fully understand that there will be no lifeguard on duty and swimming in the pond is at my own risk. I will not swim alone. I will not swim after dark. If I bring children to the event, I will supervise them at all times, INCLUDING when they are swimming in the pond. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY, OR DEATH, WHICH MAY OCCUR FROM SWIMMING IN THE POND

OR ACTIVITIES NEAR THE POND AT THE 2024 POrtalBurn EVENT, AND HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD POrtalBurn HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF POrtalBurn, OR FROM THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

4. I understand that during the POrtalBurn Event, art installations, theme camps, vehicles (including but not limited to “mutant vehicles” and “art cars”), events, and performances will be held and/or on display, and I understand that most of these activities are not owned or operated by POrtalBurn. I ASSUME ALL RISK OF INJURY OR DEATH ARISING FROM THE OPERATION OF AND/OR MY PARTICIPATION IN ANY OF THESE ACTIVITIES, AND THE RELEASE IN SECTION 2 APPLIES TO ANY RELATED INJURY I MIGHT SUSTAIN.

5. I understand that this Event may be subject to enhanced health and safety measures, and I agree to comply with all health and safety requirements imposed by POrtalBurn or any government agency with jurisdiction over the Event. I agree to carefully review all current health and safety requirements published on POrtalBurn’s website prior to my departure for the Event. If I do not comply with these requirements, I may be denied entry into the Event or be required to leave the Event and will not receive a refund for my ticket and/or vehicle pass. I understand that there is a risk of exposure to COVID-19 or other communicable diseases at any public gathering like the Event regardless of any enhanced health and safety measures and my test/vaccination status. BY ENTERING THE EVENT SITE, I KNOWINGLY AND VOLUNTARILY ASSUME THE RISK THAT I MAY BE EXPOSED TO OR INFECTED BY COVID-19 OR ANOTHER COMMUNICABLE DISEASE OR ILLNESS, AND/OR THAT I MAY EXPOSE OR INFECT OTHERS, AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, AND/OR DEATH. I accept sole responsibility for any claims arising from or related to my participation in the Event, including any exposure to COVID-19 or health and safety requirements at the Event site, and I agree that the waiver of liability and release set forth in Section 6 of these Terms and Conditions applies to any claim relating to COVID-19 or any other communicable disease.

6. I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby waive, release, discharge, and agree not to sue POrtalBurn and other participants, sponsors, and if applicable, owners and lessors of equipment, art installations, and premises used to conduct the POrtalBurn Event or related activities (collectively the “Releasees”), from any and all claims for damages, injuries, losses, liabilities, and expenses that I may have or that may subsequently accrue to me relating to, resulting from, or arising out of my participation in the POrtalBurn Event, including in any programs, events, art

installations, or activities at the Event, and including any injury or damage to my person or property, or to that of any other person or property. If POrtalBurn files a claim against me, however, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend, and hold the Releasees harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities, and expenses relating to, resulting from, or arising out of my participation in the POrtalBurn Event, including in any programs, events, art installations, or activities at the Event. I intend that the waiver and release of liability contained in these Terms and Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**7. POrtalBurn Media Policy.** By entering the POrtalBurn Event, all participants agree to the following terms, conditions, and guidelines for the use of any imagery obtained at the Event, including still photographs and videos (hereinafter “Event Imagery”). Cameras are welcomed at the Event and have long been an important part of POrtalBurn storytelling history. POrtalBurn monitors dissemination of Event Imagery for two primary reasons: (1) to preserve the Principle of Decommodification, one of Burning Man’s 10 Principles, by ensuring that photographs and videos from the POrtalBurn Event are not used for advertising or commercial purposes; and (2) to protect participants’ right to privacy, freedom of expression, and creative immediacy. Participants may use Event Imagery for “Personal Use,” defined to include: (1) sharing with friends and family; and (2) displaying on personal websites and social media accounts, provided that the posts do not promote or sell any products, services, or brands, and the website or account is not affiliated with any commercial enterprise and does not purport or appear to be an official outlet of the Event or POrtalBurn. I UNDERSTAND AND ACCEPT THAT I MAY NOT MAKE ANY USE OF EVENT IMAGERY WITHOUT PRIOR WRITTEN PERMISSION FROM POrtalBurn, OTHER THAN PERSONAL USE (as defined above). I understand that I have no right to sell, transfer, license, sublicense, or give my Event Imagery to any other party, except for Personal Use, and I agree to inform anyone to whom I give any Event Imagery that it can only be used for Personal Use. I assign to POrtalBurn a joint ownership in the copyright to my Event Imagery for the purpose of enabling POrtalBurn to enforce that copyright against any third party that displays or disseminates any of my Event Imagery in a manner not authorized by these Terms and Conditions. I appoint POrtalBurn as my attorney-in-fact to execute any documents necessary to effectuate such assignment. POrtalBurn agrees that it will not utilize this joint copyright to enter into any licensing agreements for the Event Imagery. Since I understand that, in the absence of written permission from POrtalBurn, I have no right to sell, transfer, license, sublicense or give any of my Event Imagery to any other party (except for Personal Use), if a third party obtains and uses any of my Event Imagery (other than for Personal Use) without such written permission from POrtalBurn, I agree that any permission, license, or right I may have granted this third party is completely void and invalid and that POrtalBurn has the

absolute right, as joint copyright owner, to require the third party to cease all use of the Event Imagery. If I post, or allow to be posted, any Event Imagery on a personal website or account, whether controlled by me or by a third party, even if permissible as Personal Use, I agree that: (1) I will place, or cause to be placed, on any webpage or post displaying such Event Imagery a notice that (a) the Event Imagery can be used only for the poster's personal use and not for any other purpose, and (b) the Event Imagery may be downloaded or copied only in accordance with a Creative Commons license that prohibits the licensee from using the Event Imagery for commercial purposes, including CC BY-NC, CC BY-NC-SA, and CC BY-NC-ND (available at <https://creativecommons.org/licenses/>); (2) I will not license any Event Imagery that contains any nudity or partial nudity (including any imagery in which bare breasts, bare buttocks, genitals, or genital areas are visible); and (3) if POrtalBurn notifies me that any Event Imagery must be removed from public display, for any reason whatsoever in POrtalBurn's sole discretion, I will promptly remove or cause to be removed those images. POrtalBurn, as joint copyright holder, reserves all rights to revoke any license that was erroneously placed on Event Imagery in violation of these Terms and Conditions and may cause the removal of such Event Imagery on any webpage on which it is displayed. I understand that use of the Creative Commons licenses approved herein does not supersede these Terms and Conditions, or my responsibility as the photographer or videographer to obtain all necessary permissions from subjects and artists as appropriate. Any use other than Personal Use of Event Imagery containing nudity that is presented in a sexual context and/or without the express written permission of the subjects is prohibited. Violations or suspected problems of this nature should be reported to the POrtalBurn Board of Directors and/or to [portalburnny@gmail.org](mailto:portalburnny@gmail.org) (year-round). The Burning Man and POrtalBurn community grows primarily by word of mouth. POrtalBurn does little to solicit attention from media companies about the POrtalBurn Event, and does not seek to grow the Event by exposure through the mass media. POrtalBurn continues to support the presence of the press, and to encourage the free expression of news reporters, storytellers, small groups documenting special projects, cultural or fine art photographers, and creative authors/researchers or academics. Any party interested in making any commercial use of their documentation of the Event or in distributing footage beyond Personal Use must, however, enter into a separate written agreement with POrtalBurn. Contact [Portalburnny@gmail.com](mailto:Portalburnny@gmail.com) for more information on how to apply for this permission. All such projects require POrtalBurn's review and approval prior to any distribution.

**8. POrtalBurn Trademarks and Copyrights.** I acknowledge that "POrtalBurn," "POrtalBunny," the POrtalBurn logo/symbol are registered trademarks of POrtalBurn; and that POrtalBurn has the exclusive right to license and enforce those trademarks and copyrights along with its other intellectual property (collectively, "POrtalBurn Intellectual Property").

9. I acknowledge that people are using film, video, and photographic cameras and audio recorders at the Event, and that my image may be captured on film, video, photographs, or audio recordings that may subsequently be displayed or disseminated without my consent or payment of compensation to me, and I release POrtalBurn from any liability due to such capturing, display, or dissemination.

10. I understand that some participants at the Event may engage in expressive activity and dress, which may include partial nudity or nudity and other types of expressive activity. I agree that such expressive activity and dress is not indecent or offensive to me, and that I have decided to attend the Event with full knowledge that such expressive activity and dress may occur. If I am accompanied by minors at the Event, I acknowledge that I have made a choice that the minors may be exposed to the expressive activities and dress that take place at the Event, and that I have exercised parental responsibility and control in bringing the minors to the Event. Should I find that any activity at the Event is offensive to me, or to any minors accompanying me, I acknowledge that I can avoid such activity by, among other things, leaving the vicinity of the activity or leaving the Event.

11. I understand that children under 18 years of age may attend the Event only accompanied by a parent or guardian, and if I bring a minor to the Event, I acknowledge they must be supervised at all times. I agree to the contractual terms contained in these Terms and Conditions on behalf of the minor.

12. I acknowledge that all vehicles, including trucks, trailers, and recreational vehicles, entering the Event are subject to search by Gate staff for, dogs, guns, live plants, fireworks, handheld lasers, or other prohibited items.

13. I agree to read and abide by the terms of this ticket and all information listed in the POrtalBurn [Survival Guide](#).

14. I consent to have medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any program, event, or activity at the Event. I release POrtalBurn and all persons participating in any such medical treatment from all responsibility for any such actions.

15. I agree that POrtalBurn is not liable for acts of God, the weather, health outbreaks, epidemics or pandemics (including worsening of the current COVID-19 pandemic), strikes, protests, or actions taken by government agencies and similar causes. I understand that tickets and vehicle passes are non-refundable even if the Event is terminated early or canceled, or entry conditions are modified, due to weather, acts of nature, governmental regulation, the failure to obtain required governmental permits, or conditions beyond POrtalBurn's control.

16. I understand that (a) I must bring enough food, water, shelter, and first aid to survive the duration of the Event in a harsh environment; (b) guns, rockets, and other explosives are prohibited; (c) personal fireworks of any kind are prohibited, except for limited use fireworks as part of art burn events that are pre-approved by POrtalBurn; (d) handheld lasers of any kind are prohibited, and mounted lasers are subject to restrictions as described at <https://burningman.org/event/preparation/black-rock-city-guide/lasers/>; (e) this is a LEAVE NO TRACE, pack it IN, pack it OUT event; and (f) I am asked to contribute 2 hours of playa cleanup in addition to cleaning up my own camp.

17. I understand that commercial activities of any kind, including without limitation delivering goods or services to or at the Event for a prepaid fee, or engaging in marketing or brand promotion at the Event, are expressly prohibited, except as authorized by POrtalBurn and permitted by New York State as applicable.

18. Tickets, credentials, and vehicle passes are revocable licenses that may be revoked by POrtalBurn for any reason, including without limitation resale for above the price at which they were initially offered by PortalBurn, plus applicable taxes and POrtalBurn-approved fees (“Face Value”), purchasing more than stated limits, assisting people with unauthorized or un-ticketed entry to the Event, or failure to satisfy any health and safety requirements. I understand and agree that I may not post or display on any websites or social media accounts any photographs or videos of tickets, credentials and vehicle passes that display a QR code or the entire front or back of a ticket, credential, or vehicle pass.

**19. Refund and Cancellation Policy.** ALL SALES ARE FINAL. No refunds or exchanges will be issued for any reason. Fees are non-refundable.

**20. Entry Policy.** A valid State Government issued ID matching the name listed on the ticket is required to access the event. Refunds will not be processed for patrons who do not have valid identification and, therefore, do not match the owner listed on the ticket or vehicle passes. I understand that I am responsible for checking the age minimum for the Event and that no refunds will be processed for participants who are denied entry due to not having valid identification that demonstrates they are 18 years or older, or if under 18 years old, due to not being accompanied by a parent or guardian. I understand that the gate hours are posted on the PortalBurn website, and entry will not be permitted outside of these hours. No refunds will be issued for participants who do not collect or use the event tickets or vehicle passes before the gate closes.

**21. Event Ingress and Egress.** Due to the Event’s remote location, the vehicle capacity limitations of the roads leading to it, and restrictions on POrtalBurn’s maximum population at the Event, I understand that I may be subject to lengthy delays in entering

and departing the Event. I understand I am guaranteed a placed location due to inclement weather. I will be prepared for long waits on the playa during both ingress and egress (Exodus). I understand that if my vehicle is disabled or abandoned anywhere at the Event, my vehicle may be towed, and I expressly release POrtalBurn and its agents from liability for any damage to my vehicle that may result from the towing process.

22. These Terms and Conditions shall be governed by and enforced according to the laws of the State of New York without regard to any rules relating to conflicts of laws. I understand that any claim or dispute arising out of or in connection with these Terms and Conditions must be brought exclusively in the New York state courts, and I submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes.

23. If I am obtaining tickets and/or vehicle passes for, or providing any tickets and/or vehicle passes to, any other person(s), I recognize that I am acting as that person's agent in obtaining the tickets and/or vehicle passes, and due to this agency relationship, I agree to these Terms and Conditions on behalf of any person to whom I deliver any of the tickets and/or vehicle passes I obtain, and I shall notify any such person of these Terms and Conditions when I deliver a ticket and/or vehicle pass to them. If I have obtained a ticket and/or vehicle pass from another person, I also agree to these Terms and Conditions when the ticket and/or vehicle pass is delivered to me.

24. I understand that these Terms and Conditions may be changed by POrtalBurn prior to the Event, and if so, the revised Terms and Conditions will apply to me. The most current version can be found at [portalburn.org/pages/waiver](http://portalburn.org/pages/waiver) . My use of a ticket or other entry credential for entry to the Event signifies my binding agreement to the Terms and Conditions in effect at the time of my entry to the Event.

### **Rules of the Pond**

1. The pond is available for use during daylight hours only. This will be strictly enforced.

2. POrtalburn does not provide lifeguards. Each participant is responsible for their own safety, and will utilize the pond at their own risk.

3. Parents and guardians of minors are responsible for supervising them at all times, including in and around the pond.

4. No unmanned float toys are to be left in the pond. If you leave the pond, you must

bring your toys ashore. Be sure to secure them so they don't blow away. Please note that by leaving float toys by the pond, they will likely be used by other people.

5. If you bring a float toy to the pond, please take it with you when you depart POrtalBurn. POrtalburn is not responsible for your MOOP.

6. No glass containers are allowed in or around the pond.

7. No soap is allowed in or around the pond.

8. Do not swim alone or while intoxicated.

9. I agree to follow ALL RULES OF THE POND.

I AGREE AND ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THESE TERMS AND CONDITIONS, WAIVER, AND RELEASE OF LIABILITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT INDUCEMENT OR DURESS.