**Healer Under the Red Moon**

(RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT)

1. ACTIVITIES AND ASSOCIATED RISKS: I have chosen to participate in the following Activities: (hereinafter referred to as “the Activities”), which is organized by Healer Under the Red Moon. I understand that: the Activities are hazardous, and I may be exposed to inherent dangers and hazards, including but not limited to some of the following: falls, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, communicable diseases, exposure to allergens which could cause life-threatening reactions, death, equipment failures, and negligence of others; issues with airfare, hotel, and car/bus transport; thief, robbery, abduction, bankruptcy, rape, intoxication; loss of property, loss of identification; as a consequence of these risks and other risks associated with the Activities that may not be listed here, I may be seriously ill, hurt, disabled or may die from the resulting injuries, and my property may also be damaged; hospital facilities, qualified medical care, and medical evacuation may be delayed or limited by local conditions; and Healer Under the Red Moon assumes no responsibility for providing medical care during the Activities, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Activities, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the inherent risks as well as other risks not listed that are part of these Activities, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in the Activities or during any transportation to or from the Activities —including any injury, illness, or loss caused by the negligence of Healer Under the Red Moon, its employees, agents and officers, its contractors, and other Activities participants. I also understand that any equipment that I provide or may borrow or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby RELEASE Healer Under the Red Moon, its employees, agents, officers, and contractors, in the Activities, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, illness, death, loss or harm that occur to me or to any other person or to any property during the Activities or in any way related to the Activities, including during transportation to or from the Activities. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activities or are related in any way to the Activities.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability or loss of ID and money, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the rules for the Activities provided to me and to follow directions given to me by the leaders of the Activities.

6. INDEPENDENT CONTRACTORS: I acknowledge that Healer Under the Red Moon has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activities.

7. USE OF MY LIKENESS: I understand that during the Activities I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Healer Under the Red Moon and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. SEVERABILITY: I agree that the purpose of this Agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please scan and email to: chris@healerundertheredmoon.org