



**ASSUMPTION & ACKNOWLEDGEMENT OF RISKS –
WAIVER, RELEASE OF LIABILITY, AND INDEMNITY**

LUNAFEST EVENTS

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR OR CHILD'S LEGAL RIGHTS AND WILL ELIMINATE YOUR OR CHILD'S ABILITY TO BRING FUTURE LEGAL ACTIONS.

Privacy Notice:

The LUNAFEST Host is collecting personal data of visitors to LUNAFEST Event locations for the purposes of enabling contact tracing in order to respond to any emergency that may arise due to COVID-19 that may threaten the life, health or safety of other individuals. The Host will destroy the information once there are no business and legal purposes to keep it.

The LUNAFEST Host has the right to refuse entry to any persons who are unwell, who are subject to any federal, state or local requirements to self-quarantine following domestic or international travel within the past 14 days or who have been in contact with any person with a confirmed or suspected case of COVID-19 within the past 14 days.

By signing this Assumption & Acknowledgement of Risks, Wavier, Release of Liability, and Indemnity, Agreement ("Agreement") and in consideration for participating in-person at a "LUNAFEST Event," as defined below, I, the participant, and the participant's parent(s) or legal guardian(s) if the participant is a minor (collectively, "Participant" or "I") do hereby warrant that I am the parent or legal guardian of minor or of a participant who does not have the legal capacity to sign legal documents (if applicable) ("Minor"), with the full legal right, power and authority to sign this Agreement on Minor's behalf and my own behalf. By signing this Agreement, I hereby **acknowledge and agree to the collection, use and disclosure of my personal data for the limited purposes set out in this agreement.** Furthermore, I irrevocably bind myself and Minor to the terms of this Agreement and guarantee my performance, and Minor's performance (if applicable), of this Agreement, to the fullest extent permitted by law, as follows:

1. "LUNAFEST Event" means in-person viewing of LUNAFEST films and participation in any related activities at the host's selected location. "LUNAFEST Host" means the person and/or persons hosting the LUNAFEST Event.
2. I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I also understand that COVID-19 is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal, state and local health agencies recommend or require wearing face masks, social distancing and, in many locations, prohibit the congregation of groups of people. I further understand the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and still be highly contagious. I understand that even with reasonable preventative measures aimed to reduce the spread of COVID-19 there is an inherent risk of becoming infected with COVID-19 by virtue of in-person participation at the LUNAFEST Event. I am aware that persons with certain pre-existing conditions are more susceptible to severe illness and possible death from contracting COVID-19. I hereby acknowledge and assume the risk of becoming infected with COVID-19 at the LUNAFEST Event. I agree that I am personally responsible for my safety and actions while on premises of the LUNAFEST Event. At the LUNAFEST Event, I agree to wear a mask and take all other precautions recommended by local, state or federal agencies to prevent the spread of COVID-19. Furthermore, I agree to comply with all LUNAFEST Host's policies and rules, including but not limited to all policies, guidelines, signage, and instructions. With full awareness and appreciation of the risks involved, I, for myself and on behalf of any minors for whom I am the legal guardian, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the LUNAFEST Host, Clif Bar & Company, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of



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action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party at the LUNAFEST Event and/or using the LUNAFEST Event location, or otherwise, while participating in any activity while in, on, or around the LUNAFEST Event location and/or while using any LUNAFEST Host facilities.

- 3. I confirm that I have not been in contact with any person who has a confirmed or suspected case of COVID-19 in the past 14 days and I am not currently presenting with any of the symptoms of COVID-19 listed below:
 - Fever • Shortness of Breath • Loss of Sense of Taste or Smell • Dry Cough • Runny Nose • Sore Throat
 _____ (Initial)
- 4. I understand that international travel and travel to certain high-risk states within the United States significantly increases my risk of contracting and transmitting the COVID-19 virus.
 - I verify that I am not currently subject to any federal, state or local self-quarantine requirement related to international travel or travel within the United States within the past 14 days. _____ (Initial)
- 5. PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY, EXPENSE OR COSTS (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) SUFFERED OR INCURRED BY YOU, THE MINOR, OR ANY THIRD PARTY RESULTING FROM PARTICIPANT’S PARTICIPATION IN THE LUNAFEST EVENT.
- 6. PARTICIPANT AGREES TO AND SHALL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES FOR INJURY OR DAMAGE HOWEVER CAUSED, WHETHER BY NEGLIGENCE OR OTHERWISE, AS A RESULT OF PARTICIPATION IN THE LUNAFEST EVENT.
- 7. The laws of the State of California (without reference to conflict of law principles) govern this Agreement. This Agreement is intended to be as broad and inclusive as is permitted by the laws of California, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- 8. This Agreement will be effective and binding, not only on Participant but also on heirs, next of kin, personal representatives, executors, administrators and assigns of Participant, in the event of Participant’s death or incapacity.

PARTICIPANT HAS CAREFULLY READ THIS ASSUMPTION & ACKNOWLEDGEMENT OF RISKS, WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO ITS CONTENTS. I HAVE READ THIS RELEASE AND HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT IT, AND I UNDERSTAND THAT I HAVE GIVEN UP IMPORTANT RIGHTS BY SIGNING IT. I UNDERSTAND THAT THERE IS A CHANCE THAT I COULD BECOME ILL OR BE SERIOUSLY INJURED OR KILLED BY PARTICIPATION IN THE LUNAFEST EVENT, AND EVEN THOUGH THERE IS A RISK OF ILLNESS, INJURY, OR DEATH TO ME, I HAVE DECIDED TO PARTICIPATE, AND I AM SIGNING, AND AGREEING TO THE TERMS OF, THIS RELEASE FREELY AND VOLUNTARILY.

Participant’s Name (print)	Participant’s Signature	Parent/Guardian Signature (required for minors and participants without capacity to sign legal documents)