

SECRET MANTRA EVENT

PARTICIPANT INFORMATION FORM

I hereby acknowledge that I have voluntarily chosen to participate in the Secret Mantra event ("SM" and/or "the Event"), which is to be held in Homestead, Florida on March 16, 2024 - March 17, 2024. In consideration for being permitted to participate in the Event, I hereby agree to provide the following information as a participant of this event:

GENERAL INFORMATION AND CONSENT

I. PARTICIPANT INFORMATION

- A. Participant's Name: [First Name Last Name]
- B. Participant's Email:
- C. Participant's Phone Number during the event:
- D. Address: [City, Province/State, Postcode]
- E. Participant ID Card - List State or Country:
- F. Participant ID Card Number (Driver's License, Govt ID or Passport):
- G. Vehicle State and Tag Number:
- H. Emergency Contact Name:
- I. Relationship to Emergency Contact:
- J. Emergency Contact Phone Number:

I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME all inherent risks of property damage/loss, personal injury, or death and take full responsibility and liability for any and all injuries, damages, losses, or expenses that I may incur as a result of attending and participating. I agree that any violation of the terms of this Waiver may result in my immediate ejection from SM without refund.

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TERMS AND CONDITIONS

I hereby acknowledge that I have voluntarily chosen to participate in the Secret Mantra event ("SM" and/or "the Event"), which is to be held in Homestead, Florida on March 16, 2024 - March 17, 2024. In consideration for being permitted to participate in the Event, I hereby agree to the following terms and conditions:

TERMS AND CONDITIONS

I. ATTENDEE RIGHTS

Secret Mantra values the rights and well-being of all attendees and is committed to providing a safe and enjoyable experience for everyone. The following rights are afforded to all attendees:

- A. **Right to Safety and Security:** Attendees have the right to expect a safe and secure environment at the Secret Mantra event. Measures will be taken to ensure the safety and security of all attendees, including the presence of security personnel and adherence to safety protocols.
- B. **Right to Non-Discrimination:** Secret Mantra is committed to promoting diversity, equity, and inclusion. Attendees have the right to be treated with dignity and respect regardless of race, ethnicity, gender, sexual orientation, religion, nationality, disability, or any other characteristic protected by law.
- C. **Right to Privacy:** Attendees have the right to privacy and the protection of personal information. Secret Mantra will not disclose attendees' personal information without their consent, except as required by law or for event-related purposes.
- D. **Right to Participation:** Attendees have the right to actively participate in the Secret Mantra event, including attending workshops, performances, and interactive activities. Secret Mantra will strive to create opportunities for engagement and involvement for all attendees.
- E. **Right to Voice Concerns:** Attendees have the right to voice concerns or grievances regarding their experience at the Secret Mantra event. Secret Mantra encourages attendees to communicate any issues or feedback to event organizers or staff, who will address them promptly and appropriately.
- F. **Right to Enjoyment:** Attendees have the right to enjoy the Secret Mantra event in a manner that is respectful of others and conducive to a positive experience for all. Secret Mantra will take measures to mitigate disruptions and ensure that attendees can fully enjoy the event.

Secret Mantra is committed to upholding these rights and fostering an inclusive and welcoming environment for all attendees.

II. RULES OF EVENT

By attending the Secret Mantra event, all attendees agree to abide by the Rules of Event and cooperate with event staff and organizers. The rule and policies of this event are as follows:

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- A. **Admission and Entry:** All attendees must possess a valid ticket or registration for entry to the Secret Mantra event. Tickets are non-transferable and may be subject to verification. Secret Mantra reserves the right to refuse entry to any individual for reasons including, but not limited to, intoxication, disruptive behavior, or failure to comply with event policies.
- B. **Code of Conduct:** Attendees are expected to conduct themselves in a respectful and responsible manner at all times. Disruptive behavior, harassment, discrimination, or any other form of misconduct will not be tolerated. Any behavior that violates this principle will result in immediate ejection from the event without refund.
- C. **Prohibited Items:** Attendees found to be in possession of prohibited items will be asked to remove them from the event premises or face ejection. The following items are strictly prohibited at the Secret Mantra event:
 - a. Weapons, firearms, or any other dangerous objects.
 - b. Illegal substances, drugs, or drug paraphernalia.
 - c. Glass containers, aerosol cans, or any other hazardous materials.
- D. **Radical Self-reliance:** Participants are responsible for their own well-being and survival at the event. This includes bringing necessary supplies, food, water, shelter, and medications to sustain themselves throughout the duration of the event.
- E. **Leave No Trace:** We are committed to leaving the event site and surrounding areas in the same condition, or better, than we found them. Participants are expected to clean up after themselves, dispose of waste properly, and minimize their environmental impact.
- F. **Participation:** The Secret Mantra event thrives on active participation from all attendees. Whether through art, performance, workshops, or volunteering, everyone is encouraged to contribute to the collective experience and expression of our community.
- G. **Civic Responsibility:** Participants are all responsible for upholding the principles and values of our community. This includes respecting the rights and boundaries of others, resolving conflicts peacefully, and adhering to event policies and guidelines.
- H. **Alcohol Policy:** Alcoholic beverages may only be consumed by individuals aged 21. Excessive or irresponsible consumption of alcohol is strictly prohibited. Secret Mantra reserves the right to refuse service to any individual who appears to be intoxicated.
- I. **Smoking Policy:** Smoking, including the use of electronic cigarettes and vaping devices, is permitted on the premise. Smoking is prohibited in all indoor areas and near event entrances.
- J. **Photography and Recording:** Attendees are permitted to take personal photographs and recordings for non-commercial use only. Any commercial or professional photography or recording must be authorized by Secret Mantra in advance. Attendees must review and sign the **Consent for Use of Likeness and Intellectual Property Form** in order to receive entry to the event.
- K. **Lost and Found:** Secret Mantra is not responsible for lost, stolen, or misplaced items. Attendees are encouraged to keep track of their belongings and report any lost items to event staff. A designated lost and found area will be available for attendees to inquire about and retrieve lost items during the event.
- L. **Emergency Procedures:** In the event of an emergency, attendees should follow instructions from event staff and proceed to designated emergency exits or assembly points.

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- M. **Medical Assistance:** Medical assistance will be available on-site, and attendees should notify event staff immediately in case of injury or medical emergency.
- N. **No Refunds:** Invitations, tickets, parking passes and service fees are non-refundable with no exceptions. Scheduled events and performances may be changed or canceled at any time without notice. Additionally, tickets and access to the event may be revoked by SM agents at any time.

By attending the Secret Mantra event, all attendees agree to abide by these rules and policies. Secret Mantra reserves the right to enforce these rules and take appropriate action against individuals who violate them.

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CONSENT FOR USE OF LIKENESS AND INTELLECTUAL PROPERTY

I hereby acknowledge that as a participant of the Secret Mantra event ("SM" and/or "the Event"), I hereby agree to the following:

I. CONSENT FOR USE OF LIKENESS AND INTELLECTUAL PROPERTY

- A. I am aware my image, voice, visage, likeness or appearance may be taken/recorded in a fixed medium including, but not limited to, photographs, film, video recordings, audio tapes, digital images, digital audio, or other video/audio recordings taken of me by SM its agents, employees, representatives, members, licensees and assigns and/or by other participants not formally affiliated with SM; and as a condition of my attendance at the SM I hereby consent to this without any expectation of payment or compensation.
- B. In the event that I photograph, film, record, make digital images or digital audio, or make other video or audio recordings of participants or artwork at SM, I agree I will only display, reproduce or otherwise use them for personal use unless I receive prior written consent of SM.
- C. I hereby irrevocably and exclusively assign and transfer to SM, on a royalty-free basis, all right(s), title(s) and interest(s) I may have now or hereafter, my personal likeness taken or recorded at SM, and no right of any kind shall be reserved by me. In addition, SM is specifically authorized to use my personal likeness for any purpose whatsoever, including, without limitation, for advertising, publicity, sales promotion, and marketing [with the exception of nude footage]
- D. I irrevocably waive any right to inspect or to approve any such material and waive any claim with respect to the eventual use of my personal likeness. Furthermore, I also release SM and its representatives from any and all claims for invasion of privacy, infringement of my right of publicity and defamation (including libel and slander).
- E. In accordance with the foregoing, if a third-party publishes, publicly performs or displays, reproduces or otherwise uses SM works in a manner not authorized by this Waiver, then SM has the authority to enforce legal rights against such third-party or against myself regarding use of said materials. In the event of a dispute as to the publication of any film, audio, video or stills of SM, then SM shall have the ultimate and final authority to authorize the cessation of such publication.
- F. I agree to promptly remove, or cause to be removed, any image, photograph, recording, video I have taken at SM which is published on any social media platform, media outlet or website, if SM should ask me to do so.

WAIVER AND RELEASE OF LIABILITY (SHORT FORM)

I hereby acknowledge that I have voluntarily chosen to participate in the Secret Mantra event ("SM" and/or "the Event"), which is to be held in Homestead, Florida on March 16, 2024 - March 17, 2024. In consideration for being permitted to participate in the Event, I hereby agree to the following terms and conditions:

I. TERMS OF THE WAIVE AND RELEASE OF LIABILITY

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- A. I am over 18 years old.
- B. I will be self-sufficient during SM and responsible for my own needs, including food, water, and shelter.
- C. I agree to clean my designated area before leaving SM. Failure to do so may result in a cleanup fee.
- D. I understand and accept that SM is not liable for any damage to or theft of my vehicle.
- E. I consent to searches of my person, vehicle, and belongings while attending SM.
- F. Re-admittance is only allowed during designated hours.
- G. I acknowledge that possession, consumption, or distribution of illegal substances is prohibited and may lead to immediate ejection or legal action.
- H. Unauthorized vending is strictly prohibited and may result in ejection from SM.
- I. Ocean/pond swimming is prohibited at the venue.
- J. SM events may be terminated or canceled due to unforeseen circumstances, without refunds.
- K. Firearms, fireworks, and explosives are strictly prohibited at SM.
- L. In the event of a medical emergency, I consent to receive necessary treatment.
- M. I understand the risks involved in participating in SM activities.
- N. Tickets and fees are non-refundable and subject to change without notice.
- O. I assume all risks associated with participating in SM activities.
- P. I acknowledge that SM may involve adult-oriented or offensive behavior.
- Q. I consent to the recording and use of my likeness by SM for promotional purposes.
- R. I agree to promptly remove any content taken at SM if requested by SM.
- S. I understand and accept the inherent risks of attending SM.
- T. I waive the right to bring any legal action against SM for damages or injuries incurred.

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WAIVER AND RELEASE OF LIABILITY (LONG FORM)

I hereby acknowledge that I have voluntarily chosen to participate in the Secret Mantra event ("SM" and/or "the Event"), which is to be held in Homestead, Florida on March 16, 2024 - March 17, 2024. In consideration for being permitted to participate in the Event, I hereby agree to the following waiver and release of liability:

- I. PERSONAL BELONGINGS
 - A. I will provide for all of my physical and personal needs at SM, and/or I am able to do so with the assistance of my companions. I understand that I am responsible for and must bring enough food, water, shelter, prescriptions, etc. to survive the environment while attending the event.
- II. LEAVE NO TRACE EVENT
 - A. I understand this is a Leave No Trace ("LNT") event and that all trash contributed by me must be removed prior to departure.
 - B. I understand that failure to properly remove my belonging, trash, and/or other related items from the property may result in a \$250.00 clean up fee if my guest accommodation zone is not left in the same condition as upon my arrival.
 - C. I understand damages may be assessed against me should I cause any damage to the premises or the property of others.
 - D. I will provide identification and a credit card to SM if requested to do so.
- III. PARKING
 - A. I understand my vehicle and/or the vehicle I arrive in shall remain parked in the designated parking area for the duration of SM or any of their respective agents, employees and/or representatives shall NOT be responsible for any damage to and/or theft of and/or from any vehicle(s).
- IV. ENTRY & RE-ENTRY
 - A. I understand that entry hours to SM are from 12:00 p.m. to 10:00 p.m. EST on March 16, 2024.
 - B. I understand re-entry to SM is allowed during entry hours.
 - C. In the event, I and/or my companions depart from the property outside of the designated entry hours, I am not allowed to re-enter the property.
- V. SEARCH OF BELONGINGS
 - A. I understand and agree that while attending SM my person, vehicle, and/or possessions may be subject to search by the SM representatives, agents, and/or employees as well as local law enforcement agencies.
- VI. SUBSTANCES
 - A. As an attendee of the SM event, I am expected to comply with all local, state, and federal laws regarding the possession, consumption, and distribution of substances, including but not limited to alcohol, tobacco, cannabis, and other controlled substances.
 - B. I understand that consumption, possession and/or distribution of illegal substances constitutes a criminal act and any such violation may cause my immediate ejection from SM without refund and/or criminal prosecution.
 - C. I understand that SM reserves the right to take further legal action against individuals found to be in violation of these provisions.

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VII. SAFETY PROTOCOLS

- A. I understand that unauthorized vending is strictly prohibited at SM and is cause for immediate ejection.
- B. I understand that ocean / pond swimming is strictly prohibited at the venue, and I will obey venue signs regarding its use.
- C. I understand that swimming in the ocean and/or pool may cause my immediate ejection from SM without refund.
- D. I understand bringing firearms, ammunition, projectile weapons, fireworks or explosives of any type are strictly prohibited at SM and all venues used during event are prohibited from being in my vehicle.

VIII. TERMINATION

- A. I understand that the SM event may be terminated early or canceled in the event of Force majeure, a governmental action, or other circumstances beyond the control of SM.
- B. In the event that SM is terminated early or canceled, refunds will not be issued to participating attendees, and I waive my right to contest.

IX. MEDICAL

- A. In the event I am unable to provide consent in a medical emergency, I hereby consent to receive medical treatment considered advisable in the event of accident, injury or illness during SM.
- B. I understand and agree that agents of SM are not obligated to provide medical services at any time.
- C. I hereby release, indemnify and hold harmless SM and any and all of its agents, representatives and/or employees, who may provide aid or medical treatment to me even if such assistance is later determined to be improper, negligent or harmful.
- D. I hereby release, indemnify and hold harmless SM, the organizers, volunteers, and/or consultants of all its activities from any and all liability in connection with any injury(s), including any injury(s) caused by negligence.

X. EVENT PARTICIPATION

- A. I understand Secret Mantra is an interactive event; as a participant, I may engage in activities that involve a substantial risk of personal injury, property loss and/or economic loss.
- B. These risks may include, but are not limited to, those caused by: (a) the actions or inactions of myself and others; (b) conditions of the premises or equipment used; (c) temperature; (d) weather; (e) condition of participants; (f) art structures; (g) fire and flame effects; (h) staging; (i) crocodiles, raccoons, insects, reptiles and/or other wildlife; (j) water floats, boats, paddle boards or other water devices; and, (k) vehicular and bicycle traffic. I further acknowledge and fully understand that there may also be other risks that are presently unknown and/or unforeseeable.

XI. REFUNDS

- A. Invitations, tickets, parking passes and service fees are non-refundable. Scheduled events and performances may be changed or canceled at any time without notice. Additionally, tickets and access to SM may be revoked by SM agents at any time.

XII. INJURIES

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- A. Art installations, theme camps, motorized vehicles, bicycles, tent structures, rebar, stages and performances and their equipment are not installed, owned or operated by Secret Mantra; and I assume all risk of injury or death arising from any operation or use of the same.

XIII. CHILDREN AND MINORS

- A. I understand that children/minors may attend SM only if they are accompanied by legal guardian. In the event that I bring a child/minor to SM, I agree to all terms of this Waiver on behalf of said child/minor.
- B. I understand other participants are likely to engage in behavior that some may consider adult- oriented or offensive, including, but not limited to, nudity, cosplay, bondage, etc.
- C. I understand that I may be exposed to such behavior, and that it is my personal responsibility to remove myself, and/or any minors for which I am responsible, from the area of such behavior I find offensive.

XIV. PHOTOGRAPHY AND VIDEOGRAPHY

- A. I am aware my image, voice, visage, likeness or appearance may be taken/recorded in a fixed medium including, but not limited to, photographs, film, video recordings, audio tapes, digital images, digital audio, or other video/audio recordings taken of me by SM its agents, employees, representatives, members, licensees and assigns and/or by other participants not formally affiliated with SM; and as a condition of my attendance at the SM I hereby consent to this without any expectation of payment or compensation.
- B. In the event that I photograph, film, record, make digital images or digital audio, or make other video or audio recordings of participants or artwork at SM, I agree I will only display, reproduce or otherwise use them for personal use unless I receive prior written consent of SM.
- C. I hereby irrevocably and exclusively assign and transfer to SM, on a royalty-free basis, all right(s), title(s) and interest(s) I may have now or hereafter, my personal likeness taken or recorded at SM, and no right of any kind shall be reserved by me. In addition, SM is specifically authorized to use my personal likeness for any purpose whatsoever, including, without limitation, for advertising, publicity, sales promotion, and marketing [with the exception of nude
- D. I irrevocably waive any right to inspect or to approve any such material and waive any claim with respect to the eventual use of my personal likeness. Furthermore, I also release SM and its representatives from any and all claims for invasion of privacy, infringement of my right of publicity and defamation (including libel and slander).
- E. In accordance with the foregoing, if a third-party publishes, publicly performs or displays, reproduces or otherwise uses SM works in a manner not authorized by this Waiver, then SM has the authority to enforce legal rights against such third-party or against myself regarding use of said materials. In the event of a dispute as to the publication of any film, audio, video or stills of SM, then SM shall have the ultimate and final authority to authorize the cessation of such publication.

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- F. I agree to promptly remove, or cause to be removed, any image, photograph, recording, video I have taken at SM which is published on any social media platform, media outlet or website, if SM should ask me to do so.

XV. ADDITIONAL CLAUSES

- A. I acknowledge that my participation in the many and varied camping and recreational activities will expose me to inherent risks, both known and unknown, which include, but are not limited to, exposure to the outdoors, nature, weather, Acts of God, pandemics, Covid (and any of its variants), sea life, animal life (crocodiles, raccoons, etc.), insects, plant life, inexperience or unfamiliarity with the various activities and/or its requirements, unfamiliarity with the location or facility, faulty equipment or gear that I brought with me, acts of other participants (including violent or criminal acts), inadequate or unavailable healthcare facilities or assistance, accidents, illnesses, allergic reactions (to food, insects, etc.), negligence or mistake.
- B. I acknowledge that fireworks, fire art and fire performances are a hazardous activity at SM and this may well present risks (some extreme), and I assume all risks, both foreseeable and unforeseeable, that I may experience as a result of fireworks, fire art or fire performances.

XVI. ANIMALS

- A. SM do not allow animals. ONLY A.D.A licensed service animals will be permitted entry to SM. Service animals must be registered at the entrance and a special wrist band will be issued to wear with the regular wristband. All A.D.A. service animals that are not registered are subject to ejection with the owner. Emotional Support Animals are NOT permitted – this will be strictly enforced this year. Florida Statute 413.08(9) states it is a second degree misdemeanor to knowingly/willfully misrepresent an animal as a service animal.

XVII. WAIVER AND RELEASE OF LIABILITY

- A. SM, its representatives and volunteers shall NOT be liable for any harm or injuries, including death, suffered by me at SM. If any provision shall be found unlawful, void or for any reason unenforceable, that provision shall be severed from this Waiver and does not affect the validity or enforceability of any remaining provisions.
- B. I affirm that this Waiver supersedes any and all previous oral or written agreements or promises. I understand that this is the entire agreement between myself and The Secret Mantra and cannot be modified or changed in any way by representations or statements by any agent or representative of SM unless it is ~~is~~ written and executed by all parties.
- C. In the event of controversy, I hereby agree to initiate mediation in Palm Beach County Florida at my sole expense as a condition precedent to the filing of any action in a court of law. If litigation is filed, the prevailing party shall be entitled to an award of attorney's fees and costs. Damages for any action against SM, its representatives or volunteers shall be limited to the actual cost of entry fees and shall not include consequential damages. Any dispute shall be resolved in accordance with the laws of the State of Florida; venue and jurisdiction shall be the County of Palm Beach, Florida.

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D. I fully understand that SM, its representatives and volunteer staff may refuse anyone entry to SM grounds, and may evict anyone at any time from SM grounds.

In signing this document, I understand the inherent risks of attending SM and participating in the various activities at the event. I understand the demands and risks relative to my current health, physical condition and abilities. I am willing and voluntarily participating.

I knowingly and voluntarily assume all of the inherent risks of property damage and/or loss, personal injury, or death and take full responsibility and liability for any and all injuries, damages, losses and/or expenses that I may incur as a result of attending SM and participating activities.

I waive, release, discharge, and otherwise agree that I am barred from bringing any cause of action, in equity or law, against SM, its officers, directors, employees, volunteers, representatives, and/or agent and consultants for any and all claims for damages, injuries, losses, liabilities and expenses (whether direct, indirect, and/or consequential) which I may incur as a result of my attendance and/or participation at SM.

Participant's Print Name:

Participant's Signature:

Date:
