

Moonshadow Festival Attendee COVID Waiver

By purchasing a ticket for “**Moonshadow 2021**” and attending the event, you acknowledge having read the below statement, understanding its meaning and legal implications, and agree to it.

In consideration of being a willing and voluntary attendee at the event, you understand, acknowledge and agree to the following:

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an illness that is contagious by respiratory droplets, and severeness of the disease can lead to extreme sickness that could be fatal. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Ideaison, nonprofit, producer A. Glantz Inc., of Moonshadow Festival (hereinafter “Moonshadow Festival” or “Moonshadow”) has put in place preventative measures to reduce the spread of COVID-19. However, A. Glantz Inc., cannot guarantee that you or anyone will not become infected with COVID-19. Furthermore, attending could increase your risk of contracting COVID-19.

By purchasing tickets and entering the event, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19. Such exposure or infection may result in personal injury, illness, disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, A. Glantz Inc., artists, production and venue employees, volunteers, and program participants and their families. You voluntarily agree to assume all of the foregoing risks related to COVID-19 and accept sole responsibility for any personal injury, illness, disability, death, damage, loss, claim, liability, or expense, of any kind in connection therewith, that you may experience or incur in connection with your attendance at or participation in the event (the "Claims"). On your behalf, and on behalf of your guests, you hereby release, covenant not to sue, discharge, and hold harmless Moonshadow Festival, A. Glantz Inc., the venue, vendors, their related and affiliate companies, and each of their respective owners, contractors, partners, sponsors, family, current heirs, future heirs, employees, agents, attorneys, artists and representatives (the "Released Parties"), of and from the Claims. You understand and agree that this waiver and release of liability includes any Claims based on the actions, omissions, or negligence of the Released Parties, whether a COVID-19 infection occurs before, during, or after your participation in the event.

You warrant that you are (as of the date of purchase and dates of the event) physically able to participate in the event and in any activity associated with it, including travel to and from the

event, and have not been advised otherwise by a qualified medical professional. By attending Moonshadow Festival, you warrant that you have not knowingly been in contact with COVID-19 and are not sick or exhibiting any symptoms of COVID-19 which includes but is not limited to: fever, headache, chills, diarrhea, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell and general malaise.

You agree to comply with any and all rules, regulations, terms and conditions of the event, including, but not limited to, those set forth herein, as well as any updated and new regulations that may be released by A. Glantz Inc., the CDC and Local Health Departments between the date of ticket purchase and the actual event. A. Glantz Inc., and assumes the right to cancel the tickets and ban any participation during the event for those who refuse to abide by event rules, including any reckless actions that may put themselves or any others in danger.

You intend that this waiver and release of liability shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Should any part of this document be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion declared invalid should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

BY PURCHASING A TICKET AND ATTENDING THE EVENT, YOU CERTIFY THAT YOU UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS AND ARE DOING SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.