

MYCELIUM WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS BY PURCHASING A TICKET TO MYCELIUM, I, (HEREIN AFTER REFERRED TO AS "THE PARTICIPANT") UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HUMBLE GREATNESS, INC. DBA MYCELIUM FESTIVAL (herein after referred to as "The Releasees") FOR NEGLIGENCE OR OTHER CAUSES OF ACTION. Mycelium ("Event") is a music festival held June 22, 2023 to June 25, 2023 at Cielos Crazy Diamond Campground in Ventucopa, CA and is organized by its members, directors, officers, employees, volunteers, agents, and independent contractors. In consideration of the Releasees permitting the Participant's attendance at Mycelium, the Participant waives any and all claims that the Participant has or may in the future have against, and release from all liability and agree not to sue the Releasees and associated property ("Premises") owned by Cielos, as well as other participants, sponsoring agencies, sponsors, or advertisers for any claims of personal injury, death, property damage or other loss that the Participant sustains during or as a result of Mycelium due to any cause whatsoever. The Participant is aware that participating/volunteering in Mycelium has many inherent risks.

-I recognize and acknowledge that there are hazards and risks of physical injury or illness to Event attendees and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my attendance at the Event, whether or not caused by the negligence or gross negligence of the Releasees.

-I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the negligence or gross negligence of the Releasees.

-I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's/ward's) attendance at the Event or while on the Premises, whether or not caused by the negligence or gross negligence of the Releasees.

COVID NOTICE AND AGREEMENT:

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that the Event and all other parties involved, cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to other Mycelium patrons.

I voluntarily seek services provided by Mycelium and its Affiliates and acknowledge that I am increasing my risk of exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending Mycelium. Repeated failure to follow procedures will result in expulsion from event grounds.

I attest that:

- I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

MEDIA POLICY:

By participating in the Event, you agree to the following terms and conditions for the use of any imagery obtained at the Event, including still photographs and videos (“Event Imagery”). Cameras will be welcome at the Event and will help to promote this event for the future. Mycelium will monitor the dissemination of Event Imagery to protect Event participants’ rights to privacy, free expression, and creative immediacy. You may use Event Imagery for “Personal Use,” defined to include: (1) sharing with friends and family; (2) displaying on personal websites (as long as the website does not sell any product or service, and does not purport or appear to be an official website of the Event or Mycelium); and (3) posting on social networking websites (provided neither the post nor the account is promoting or affiliated with any commercial enterprise). You understand that you have no right to make any use of Event Imagery other than Personal Use — including without limitation displaying Event Imagery in any commercial advertising or promotional material — without Mycelium’s express written permission in advance, except to the extent that such use constitutes a fair use under United States law. You further agree to inform anyone to whom you give any Event Imagery that it can only be used for Personal Use. You understand that Mycelium and others will be recording the Event, and that your image may be captured on film, video, photographs, or other media (the “Event Recordings”) that may subsequently be displayed or disseminated without your consent or compensation of any kind to you. By entering the Event, you irrevocably grant to Mycelium and its authorized agents the right to record and use the Event Recordings, including composite or modified representations, for all purposes throughout the world and in perpetuity. You also expressly release Mycelium and its authorized agents from any and all liability in connection with the recording or use of the Event Recordings. You agree that Mycelium shall be the copyright owner of any Event Recordings created by Mycelium or its authorized agents.

Mycelium may, but is not obligated to, include your name as a credit in connection with the Event Recordings. Mycelium is not obligated to use any of the rights granted in this paragraph.

MINORS AT EVENT:

You understand that children under 18 years of age may attend the Event only if accompanied by a parent or guardian, and if you bring a minor to the Event, you agree to the contractual terms contained in these Terms and Conditions on behalf of the minor. Minors under 21 years of age are prohibited from purchasing, possessing, or consuming alcohol in any Event location. Minors in breach of this prohibition, and any participant who knowingly furnishes alcohol to a minor at the Event, will be ejected from the Event without refund.

EVENT TICKET AND REGISTRATION POLICIES:

For any Event for which tickets or registrations are sold or otherwise required for entry, no one will be admitted to the Event without a confirmed Event ticket or registration. Event tickets and registrations are revocable licenses that may be revoked by Mycelium in its sole discretion, and Mycelium retains the right to cancel, rescind or revoke any Event tickets or registrations at any time for any reason whatsoever. **EVENT TICKETS MAY NOT BE SOLD FOR ADDITIONAL MARKUP ABOVE THEIR FACE VALUE** (i.e., the amount charged by Mycelium for the ticket plus any Mycelium-approved fees) or utilized to promote or raise funds for any project, entity, or individual. You understand that if you sell or attempt to sell an Event ticket for above its face value, Mycelium has the absolute right, in its sole discretion, to cancel all Event tickets in your name without notice or refund of any amounts paid. Unless the terms of a particular ticket sale state otherwise, **ALL TICKET SALES ARE FINAL**, and no refunds will be issued for any reason. All fees are nonrefundable. Unless the terms of a particular ticket sale state otherwise, you may transfer your Event ticket to another participant. If ticket transfers are permitted and you choose to transfer your ticket to another participant for a fee, you agree that the fee charged will not exceed the ticket's Face Value, and you understand that neither Mycelium nor the ticketing platform can assist you with collecting any part of this fee. If permitted, ticket transfers may happen at any time prior to or during the Event, but no tickets may be transferred, and no attempt to do so will be honored, after a ticket has been scanned in at event entry.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions are governed by and will be enforced according to the laws of the State of California, without regard to any conflicts of laws rules. Any claim or dispute arising out of or in connection with these Terms and Conditions must be brought exclusively in the federal and state courts located in San Francisco, California, and the parties submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes.

ACCEPTANCE OF TERMS

If you are obtaining an Event ticket for, or transferring an Event ticket to, any other person, you recognize that you are acting as that person's agent in obtaining the ticket, and due to this agency relationship, you agree to these Terms and Conditions on behalf of any person to whom you transfer the ticket, and you shall notify any such person of these Terms and Conditions at the time of transfer. If you have obtained a ticket from another person, you agree to these

Terms and Conditions when the ticket is transferred to you. You represent and warrant that you have the full power, consent, and authority to enter into these Terms and Conditions. You understand that these Terms and Conditions may be changed by Mycelium prior to the Event. Your entry into the Event signifies your binding agreement to the Terms and Conditions in effect at the time of your entry.

I hereby release and agree to Mycelium and its affiliates harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses, compensation for damage or loss to myself and/or property, and all other liability that may be caused by any act, or failure to act of Mycelium and its affiliates, or that may otherwise arise in any way in connection with any services received from Mycelium and its affiliates. I understand that this release discharges Mycelium and its Affiliates from any liability or claim that I, my heirs, or any personal representatives may have against Mycelium with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from the Event and its affiliates.