

CORACLE 2024 WAIVER, RELEASE OF LIABILITY, TERMS AND CONDITIONS

By signing this Waiver and Release of Liability ("Waiver"), I acknowledge I have read the entire document and understand the Terms and Conditions contained therein as well as the legal rights I am giving up knowingly and voluntarily without duress or coercion. I understand and agree that the Waiver is a prerequisite of my attendance at CORACLE 2024 (hereinafter "CORACLE") held at Shakori Hills Community Arts Center, 1439 Henderson Tanyard Rd., Pittsboro, NC 27312. As a condition of attending and participating in CORACLE, **I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL RISKS OF PERSONAL INJURY, INCLUDING THE POSSIBILITY OF SERIOUS INJURY OR DEATH.**

I, _____ (Legal Name), being over the age of 18 years, agree to comply with any and all rules, regulations, terms, and conditions of CORACLE, including but not limited to the following Terms and Conditions, and understand that any violation of these Terms and Conditions may result in my immediate ejection from CORACLE without refund. In consideration for participating in and attending CORACLE, I understand, acknowledge, consent and agree as follows:

1. I am able to provide for all of my personal needs at CORACLE or I am able to do so with the assistance of my companions. I understand that I must bring enough food, water, shelter, prescriptions, etc. to survive the environment while attending the event.
2. I shall clean my campsite before departing CORACLE. I understand this is a "Leave No Trace" (LNT) event and that all trash must be removed prior to departure. I understand I may be charged a cleanup fee if my campsite is not left in the same condition as upon my arrival
3. I understand my vehicle is to remain parked in the designated parking area for the duration of CORACLE. The event team, the City of Pittsboro, or any of their respective agents, employees or representatives shall NOT be responsible for any damage to or theft of or from any vehicle(s). I understand re-admittance shall be limited to designated gate hours.
4. I understand and agree that my person, vehicle, and possessions may be subject to search, by the Events Team, representatives, agents, or employees or law enforcement authorities while attending CORACLE.
5. I understand that consumption, possession or distribution of illegal substances constitutes a criminal act and violation may subject me to immediate ejection from CORACLE in addition to criminal penalties.
6. I understand that vending is strictly prohibited at CORACLE and is grounds for immediate ejection.
7. I understand that CORACLE events may be terminated early or canceled in the event of Force Majeure, a governmental action, or other circumstances beyond the control of the Events Team. If the event is terminated early refunds will not be issued.
8. I understand that I am strictly prohibited from bringing firearms, ammunition, projectile weapons, fireworks or explosives of any type to CORACLE, and that I may not have any such prohibited items anywhere on the premises including in my vehicle.
9. In the event I am unable to provide my actual consent, I hereby consent to receive medical treatment considered advisable in the event of accident, injury or illness during CORACLE. I understand and agree that agents of CORACLE are not obligated to provide medical services at any time. I hereby release, indemnify and hold harmless the Events Team and any and all agents, representatives or employees of CORACLE, who may provide aid or medical treatment to me even if such assistance is later determined to be improper, negligent or harmful.
10. I understand CORACLE is an interactive event and as a participant I may engage in activities that involve a substantial risk of personal injury, property loss and/or economic loss. 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) raccoons, insects, reptiles or other wildlife; (j) vehicular and bicycle traffic. I further acknowledge and fully understand that there may also be other risks that are presently unknown or unforeseeable.
11. Invitations, tickets and service fees are nonrefundable. Scheduled events and performances may be changed or canceled at any time without notice. Additionally, tickets and access to CORACLE may be revoked at any time.
12. Art installations, theme camps, motorized vehicles, bicycles, tent structures, rebar, stages and performances and their equipment are not installed, owned or operated by the Events Team; and I assume all risk of injury or death arising from their operation or use.
13. I understand that children/minors may attend CORACLE only if they are accompanied by a parent or legal guardian. In the event that I bring a child/minor to CORACLE, I agree to all the terms of this Waiver and Terms and Conditions on behalf of said child/minor.
14. I understand other participants may engage in behavior that some may consider offensive, including, but not limited to, nudity, etc. I understand that I may be exposed to such behavior, and that it is my personal responsibility to remove myself, or any minors accompanying me, from the area of any behavior I find offensive or I may leave the event.
15. I am aware my image, voice, likeness or appearance (collectively, "My Personal Likeness") may be embodied in a fixed medium of some fashion including but not limited to photographs, film, video recordings, audio tapes, digital images, digital audio, or other video or audio recordings taken or made of me during the time I am attending the CORACLE by the Events Team and by other participants (collectively, as the same may be modified, adapted, altered or the like pursuant to the terms of this Waiver, the "Materials"), and, as a condition to my attendance at the CORACLE, I hereby consent to such embodiment of My Personal Likeness in the Materials without payment of any compensation.
16. In the event that I photograph, film, record (whether audio or visual), make digital images or digital audio, or make other video or audio recordings of the CORACLE event, participants or artwork at the CORACLE event, or otherwise relating thereto ("CORACLE Works"), I agree that the CORACLE Works may be displayed, published, performed, reproduced, or otherwise used only for personal use unless the prior written consent of the Event Team has been obtained.
17. I hereby irrevocably and exclusively assign, grant, transfer and set over to the Events Team, on a royalty-free basis, all right, title and interest now or hereafter known in and to the Materials and the CORACLE Works, the results thereof, and each and every part thereof throughout the universe, in perpetuity, without limitation, in and in connection with all media and any and all means of communication, transmission, distribution, exploitation,

and uses now known or hereafter discovered or devised, and no right of any kind shall be reserved by me. In addition, the Event Team is specifically authorized to use My Personal Likeness and the other Materials and the CORACLE Works for any purpose whatsoever, including, without limitation, for purposes of advertising, publicity, sales promotion, and marketing. I irrevocably waive any right to inspect or to approve any Material that may be created using or that includes or embodies My Personal Likeness or any of the CORACLE Works and waive any claim with respect to the eventual use to which My Personal Likeness or the CORACLE Works may be put. Furthermore, I also release the Events Team from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander), and any other personal and/or property rights.

18. In accordance with the foregoing, if any third party publishes, publicly performs or displays, reproduces or otherwise uses or exploits the CORACLE Works in a manner not authorized by this Waiver, the Events Team has the authority to enforce its legal rights against such third party or against myself regarding the use of said materials. In the event of a dispute as to the publication of any film, audio, video, stills or other media of CORACLE, the Events Team shall have the ultimate and final authority to authorize the cessation of such publication.
19. I agree to promptly remove or cause to be removed any image, recording, video of other CORACLE work published on any social media platform, or website, if CORACLE instructs me to do so.
20. I acknowledge that my participating in the many varied camping and recreational activities entails both known and unanticipated inherent risks, which include, but are not limited to, exposure to outdoors, nature, weather, Acts of God, animal life (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), complications or reactions from weather conditions or outside environment or nature, inadequate or unavailable healthcare facilities or assistance, accidents, illnesses, allergic reactions (to food, insects, etc.), negligence or mistake.
21. I acknowledge that fireworks is/are a hazardous activity that will occur at CORACLE and this presents risks, some perhaps extreme, and I assume all risks, both foreseeable and unforeseeable, that I may be subjected to associated with fireworks, all such risks being understood and appreciated by me.
22. It is my intention and desire that this Waiver be construed as broadly as legally possible such that Coracle, the Event's Team, or volunteers shall NOT be liable for any harm suffered by me as a result of my attending CORACLE.
23. I fully understand that the Events Team and CORACLE staff reserve the right to refuse anyone entry to CORACLE grounds and to evict anyone at any time from the CORACLE grounds.
24. ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, I DO HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, INJURY OR DEATH AND WAIVE, RELEASE, DISCHARGE, AND OTHERWISE AGREE THAT I AM BARRED FROM BRINGING ANY CAUSE OF ACTION, IN EQUITY OR IN LAW, AGAINST CORACLE, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, OR AGENTS, FOR ANY AND ALL CLAIMS FOR DAMAGES, INJURIES, LOSSES, LIABILITIES AND EXPENSES, DIRECT, INDIRECT OR CONSEQUENTIAL, WHICH I MAY HAVE OR WHICH I MAY SUBSEQUENTLY SUFFER, RESULTING FROM OR ARISING OUT OF MY ATTENDANCE AND/OR PARTICIPATION AT CORACLE, EVEN IF SUCH CLAIM IS THE RESULT OF NEGLIGENCE by CORACLE's Agents.

Print Participant's Legal Name:		Date:	Participant's Signature (Sign in pen):	
Participant's Street Address:		City:	State:	Zip:
Participant's Email:			Participant's Phone:	
Emergency Contact Name:	Relationship:	Emergency Contact's Phone:		
Participant ID Card - List State or Country:		Participant ID Card (Driver's License, Govt ID or Passport) #:		
Vehicle description:	State:	Tag:		
FOR EVENT STAFF to fill out below:				
Gate Staff Initials:		Gate Staff Name:		
Notes:				