

Pi Sigma dba Pink Sesh Society Event Participant Release and Waiver of Liability

In consideration of and as an inducement to participate in the Pink Sesh Society Events (herein "Event") held on the date shown on your ticket confirmation email sponsored by Pink Sesh Society and its officers, employees, agents, representatives, affiliates, or contractors (collectively, the "Organizers"), I, the ticketholder for the Pink Sesh Society event, ("I" or "Participant") represent and agree to the following Agreement of Release and Waiver of Liability ("Agreement"):

By checking "I agree and accept the Participant Release and Waiver of Liability", I affirm that I have carefully read this Waiver and Release and fully understand its contents and agree to be bound by the terms set forth herein.

ALL PARTICIPANTS OF THE EVENT ARE REQUIRED, AS A CONDITION FOR PARTICIPATION IN ANY SUCH EVENT OR ACTIVITY, TO ASSUME ALL RISKS OF PARTICIPATION BY AGREEING TO AND SIGNING, EITHER ELECTRONICALLY OR PHYSICALLY, THIS AGREEMENT. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS TO RECOVER DAMAGES SHOULD YOU BE HARMED OR INJURED. PLEASE READ IT CAREFULLY. ACCEPTANCE OF THIS AGREEMENT INDICATES THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS.

I UNDERSTAND THAT THIS RELEASE INCLUDES A COMPLETE WAIVER OF MY RIGHT, AND THE RIGHT OF MY NEXT OF KIN, HEIRS OR ASSIGNS TO SEEK DAMAGES FOR LOSSES SUSTAINED AS A RESULT OF MY PARTICIPATION IN THIS EVENT, INCLUDING MY DEATH OR INCAPACITY, ILLNESSES, INJURIES, DAMAGES, EXPENSES OR OTHER LOSSES I MAY SUFFER, WHETHER TO MY PERSON OR MY PROPERTY, ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, INCLUDING DURING TRANSPORTATION TO AND FROM THE EVENT.

I UNDERSTAND THAT A PRIMARY PURPOSE OF SIGNING THIS DOCUMENT IS TO INDEMNIFY, EXEMPT AND RELEASE THE ORGANIZERS, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

I am voluntarily and knowingly participating in the Event at the subject private location (herein, the "Premises").

I acknowledge that I have agreed to exercise reasonable care during transportation to and from and during the Event and have assumed the risk of any injuries, including death, property damage or other losses as set out in this agreement.

I recognize that my participation in the Event sponsored by Organizers, is not affiliated or sponsored by Pink Haze, LLC, and Pink Haze holds no liability in any claim, dispute, and/or controversy arising from or relating to my participation in the Event and/or this Release and Waiver.

I acknowledge that marijuana is considered a Schedule 1 drug under federal law, and that the Organizers cannot guarantee that Customer will not be subject to arrest or other legal proceedings or consequences by federal authorities due to Customer's participation in the Events, including criminal prosecution. I hereby forever release and holds the Organizers harmless for any action or

exclusion which may be taken against me by federal authorities as a result of my participation in, registration for or in connection with the Activities during the Event.

I warrant that I am at least 21 years old and will provide valid government issued identification (“ID”) upon check-in at the time of the Event and shall carry my ID at all times while participating in the Event. I acknowledge that I will be denied entry for failure to provide required identification to the satisfaction of the Organizers and will be asked to leave the Event if unable to produce valid identification at any time during the Event. Expired forms of documentation are not valid under any circumstances.

In the event that I am pregnant, or may be pregnant, I will not participate in the Activities until I have discussed the potential risks to me and/or my unborn child/fetus with my obstetrician. I agree that I will follow my obstetrician’s recommendations and, on behalf of myself, my heirs, spouse, or other interested party, I hold harmless the Organizers for any possible injuries to myself or my unborn child/fetus.

I understand that I am responsible for judging my own physical, mental, health capabilities and limitations, and I affirm that there is no medical reason to prevent my participation of the Activities during the Event

I hereby warrant that I am physically fit to participate in the Activities during the Event and incorporated by reference hereto and agrees that I shall be solely responsible for making this assessment. I further acknowledge that it is Participant’s responsibility to have their medical condition and level of fitness assessed by a doctor prior to participating in the Event. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AS WELL AS THE SAFETY OF OTHERS AND I AGREE TO DO SO. I HEREBY ASSUME ALL RISKS, KNOWN OR UNKNOWN, WHETHER PARTICIPATING IN ALL ACTIVITIES ARISING FROM OR IN CONNECTION WITH EVENT

I fully understand that I may injure myself as a result of my participation in the Activities during the Event and I hereby release the Organizers from any liability now or in the future including, but not limited to, altered senses, impaired body movement, impaired memory, hallucinations, paranoia, breathing problems, increased heart rate, nausea, vomiting occurring during or after my participation in the Event.

I recognize that any trauma, medical condition or accident will be handled by local emergency personnel, whose response time the Organizers cannot control. The Organizers cannot give medical advice or anticipate complications from an injury (whether the injury is minor or major) or other medical condition.

I hereby authorize any medical treatment reasonably necessary for any injury or medical condition which I may sustain or suffer while participating in, in connection with, or related to the Event. I warrant that I have adequate medical insurance or, in the absence of such insurance, agrees to pay all costs of rescue and/or medical services which may be incurred by me during, in connection with, or related to the Events.

I agree to abide by all directives and instructions communicated by the Organizers, whether written, electronic or verbal, which are meant to ensure the safety of Participants. I hereby acknowledge that the Organizers reserve the right to remove a Participant from the Event for any reason. Removal may occur due to the Participant’s unruly or disruptive behavior, violation of any state or local law pertaining to the use or possession of marijuana, any federal, state or local law pertaining to issues

other than marijuana, or if, in the sole judgment of the Organizers, the Participant constitutes a danger to himself/herself or others.

I acknowledge and agree that my participation in the Event, including, but not limited to entering or exiting the Premises, or use of any facility within the Premises for any purposes (i.e. restrooms, or other general areas of the premises), I shall do so at my own risk and assume the risk of any and all injury and/or damages I may suffer while engaging in the Activities during the Event, or not.

I agree that I am voluntarily participating in Event provided by Organizers and assume all risk of injury, illness, damage, or loss to me or my property that might result, including, without limitation, any loss or theft of personal property.

I acknowledge and agree that any claim, dispute, and/or controversy arising out of or relating to my participation in the Event and/or this Release and Waiver, shall be finally resolved by arbitration administered by the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction.

In connection with any action or legal proceeding arising out of this Agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

If the right to seek arbitration is for any reason waived by both parties or otherwise found invalid, this Agreement and any actions and proceedings brought hereunder shall be governed by the laws of the State of Michigan, without regard to conflicts of law principles. Any action or legal proceeding to enforce any provision of, or based on any rights arising out of, this Agreement shall be brought exclusively in the courts of Michigan, County of Oakland, and the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in such courts.

I acknowledge and agree that any provision not in conformity with the laws of Michigan, or governing body having jurisdiction, is hereby severed from this Waiver and Release, and the remaining provisions remain enforceable.

I agree that this Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

There are NO WARRANTIES expressed or implied, which extend beyond the description of the activities or Events described in this Agreement. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I hereby affirm that I have read and fully understand the above by checking "I agree and accept the Participant Release and Waiver of Liability" before purchasing tickets to the event on the date of your confirmation email.
