

## AMPLIFY THE ARCH

### ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION, AND PHOTO/VIDEO/AUDIO RELEASE AGREEMENT

By entering, attending, participating in, or remaining within any space associated with Amplify the Arch (the "Conference"), including but not limited to all conference sessions, workshops, performances, social events, ancillary activities, and common areas (collectively, the "Conference Premises"), the undersigned individual ("Participant") knowingly and voluntarily agrees to the terms of this Assumption of Risk, Release of Liability, Indemnification, and Photo/Video/Audio Release Agreement ("Agreement").

#### 1. Assumption of Risk

Participant acknowledges and understands that attendance at the Conference involves inherent and significant risks, including but not limited to bodily injury, illness, disease, permanent disability, emotional distress, property damage, and death. These risks may arise from, among other things, crowd conditions, physical movement, staging, lighting, sound, equipment, food service, other participants, third parties, or the acts or omissions of the Released Parties (defined below).

Participant knowingly, freely, and voluntarily assumes all such risks, whether known or unknown, anticipated or unanticipated, and whether arising from ordinary hazards or the negligence of the Released Parties, to the fullest extent permitted under Missouri law.

#### 2. Release and Waiver of Liability

##### INCLUDING NEGLIGENCE

To the maximum extent permitted by Missouri law, Participant hereby expressly releases, waives, discharges, and agrees not to sue:

Amplify the Arch;

the Conference organizers, sponsors, volunteers, staff, contractors, and affiliates;

the venue owner(s), operator(s), and management; and

each of their respective officers, directors, employees, agents, and representatives (collectively, the "Released Parties")

from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses of any kind, whether known or unknown, foreseen or unforeseen, arising out of or related to Participant's entry onto the Conference Premises or participation in the Conference, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY, except to the extent such release is prohibited by Missouri law.

Participant understands that this release applies to claims for personal injury, illness, death, emotional distress, and property damage, and is intended to be as broad and inclusive as permitted under Missouri law.

### 3. Indemnification

Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, judgments, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Participant's attendance, participation, actions, omissions, or violation of this Agreement or Conference or venue rules.

### 4. Medical Treatment

Participant authorizes the Released Parties to obtain emergency medical treatment on Participant's behalf if deemed necessary and agrees that the Released Parties assume no duty or liability for the provision or failure to provide such medical care.

### 5. Photo, Video, and Audio Release

Participant hereby grants Amplify the Arch and its designees the irrevocable, perpetual, royalty-free, worldwide right to photograph, film, record, and otherwise capture Participant's image, likeness, name, voice, and appearance during the Conference, in any medium now known or hereafter developed.

Participant authorizes the use of such recordings for educational, promotional, marketing, fundraising, archival, and documentary purposes, without compensation, notice, or approval, and waives any right to inspect or approve the finished materials. Participant further releases the Released Parties from any claims arising under Missouri law related to the use of such media, including claims for invasion of privacy or right of publicity, to the fullest extent permitted by law.

### 6. Participants 18 Years of Age or Older

If Participant is 18 years of age or older, Participant affirms that they have read this Agreement in its entirety, understand that they are waiving substantial legal rights under Missouri law, including rights related to negligence claims, and enter into this Agreement knowingly, voluntarily, and without coercion.

### 7. Participants Under 18 Years of Age

If Participant is under the age of 18, this Agreement must be executed by the Participant's parent or legal guardian. The parent or legal guardian agrees, on behalf of themselves and the

minor, to the assumption of risk and release provisions to the fullest extent permitted under Missouri law.

The parent or legal guardian further agrees to indemnify and hold harmless the Released Parties from any and all claims, damages, liabilities, or expenses asserted by or on behalf of the minor Participant arising out of the minor's attendance or participation in the Conference.

#### 8. Severability; Governing Law; Venue

If any provision of this Agreement is held invalid or unenforceable under Missouri law, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any legal action arising hereunder shall be brought exclusively in a court of competent jurisdiction located within the State of Missouri.

#### 9. Acknowledgment

By entering the Conference Premises, Participant acknowledges that they have read, understood, and agreed to this Agreement and understand that entry constitutes acceptance of its terms under Missouri law.