

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND USE RESTRICTIONS AGREEMENT

Notice: Site Access – Death Valley Observatories / LVAS Event – Friday/Saturday, October 9th & 10th

I, _____ (the "Visitor"), request permission to enter the property located in Amargosa Valley, Nevada, where the project known as Death Valley Observatories (the "Site") is under development, in connection with the event organized by the Las Vegas Astronomical Society (LVAS) to be held on the weekend of October 9th - 10th.

1. Inherent Risks of the Site.

I understand that the Site is an active construction area with a desert environment, and may contain hazards including, without limitation: uneven terrain, machinery, tools, electrical cables, partially built structures, loose materials, and environmental conditions typical of the desert (including wildlife). I enter voluntarily and solely at my own risk, assuming all foreseeable and unforeseeable risks associated with being on the Site.

2. Release of Liability.

To the fullest extent permitted by law, I hereby release, discharge, and hold harmless Death Valley Observatories, its owners, employees, contractors, agents, and representatives from any and all liability for injury, accident, damage, loss, or harm that I may suffer while on the Site, including any arising directly or indirectly from ordinary negligence.

3. Indemnification.

I agree to indemnify and hold harmless Death Valley Observatories and its owners from any claim, lawsuit, action, or expense (including reasonable attorneys' fees) resulting from my presence on the Site or from any act or omission on my part.

4. Mandatory Compliance with Rules and Instructions.

I agree to strictly follow all safety rules and any verbal or written instructions given by authorized personnel. I understand that failure to comply may result in my immediate removal from the Site without any right to claim or compensation and termination of access to the site for future events.

- a) Use of all lasers or laser pointer devices is strictly prohibited.
- b) Red lighting is explicitly required for all nighttime movements on the premises, no white lighting will be permitted while the Observatory Dome is open.
- c) Try to arrive at the site during daylight. Should you arrive after dusk, vehicle operators shall use minimal exterior lighting required for safe navigation. Dimming headlights to low beams or using Fog Lighting is preferred (Ground Guides will be provided for late arrivals).

5. Absolute Prohibition of Photographs, Videos, and Publications without explicit written consent from the management.

- a) It is strictly prohibited to take any photographs or videos of the Site, including all structures, equipment, construction materials, facilities, or any element present.
- b) It is strictly prohibited to publish, share, distribute, or disclose any images or videos of the Site on social media, websites, digital platforms, or by any other means.
- c) Any violation may result in immediate removal from the Site and may lead to legal action and/or civil claims for damages.

6. Drone Prohibition without explicit written consent from the management..

The operation, flight, use, or attempted use of drones or any unmanned aerial device over or near the Site is absolutely prohibited, regardless of size or purpose. Violations may result in civil and/or criminal action under Nevada law.

7. Waiver of Future Claims.

I irrevocably waive any present or future claim, demand, or legal action relating to personal injury, property damage, loss, or any other consequence arising from my access to the Site.

8. Governing Law and Jurisdiction.

This agreement shall be governed by the laws of the State of Nevada, and I submit to the exclusive jurisdiction of its courts.

Full Name: _____

Vehicle Make/Model:: _____

License Plate No: _____

Phone Number: _____

Email: _____

Signature: _____

Date: _____