

Release of Liability for Late Night at the MAH: Black Tie Roller Ball, March 30, 2024

PLEASE READ THE FOLLOWING WAIVER PRIOR TO SIGNING

Release of liability and waiver of legal rights against the Museum of Art and History at the McPherson Center (dba Santa Cruz Museum of Art & History) (hereafter "the MAH"), its parents, subsidiaries, or affiliates, the owner, operator, lessee, and their respective directors, managers, employees, agents, insurers and assigns (hereinafter collectively "Releasees") and assumption of risk.

This is an important legal document giving up your right to make a claim or file a lawsuit. The undersigned, having read this form thoroughly, and wishing to knowingly and voluntarily enter and use the facilities and/or equipment located on the premise at the MAH hereby makes the following representations, acknowledgements and agreements in consideration for being allowed to utilize the facilities to engage in the sport of Black Tie Roller Ball (hereinafter the activity), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Participant affirmatively states that he/she/they is fully aware that the activity is a recreational sport that can be hazardous regardless of all feasible safety measures that can be taken and assumes the risks of and legal responsibility for any losses, damages or injuries, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ITS INVITEES, AND AGREES TO HOLD THE RELEASEES HARMLESS.

Participant affirmatively states regardless of whether or not the Participant consumes alcohol, is aware that the risks, hazards, and dangers of the activity will be multiplied by the consumption of alcohol by themselves and other participants, and assumes the risks of and legal responsibility for any losses, damages or injuries found to result from the factor of alcoholic consumption, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ITS INVITEES, AND AGREES TO HOLD THE RELEASEES HARMLESS.

Participant is aware that risks, hazards and dangers include but are not limited to, injuries that result from contact with other participants or spectators, injuries that result from falls caused by loss of balance, and injuries that involve objects or artificial structures properly within the intended path of travel of participant and that personal injury, including but not limited to, death, disability, paralysis, emotional injury, and property damage and other unanticipated injuries may result from the activity. Participant understands that participant is voluntarily and knowingly assuming the risk of personal injury and property damage by engaging in the activity WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ITS INVITEES, AND AGREES TO HOLD THE RELEASEES HARMLESS.

Participant understands that participant is voluntarily and knowingly assuming the risk of contracting Coronavirus COVID-19 and/or any current variants by engaging in the activity WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ITS

INVITEES, AND AGREES TO HOLD THE RELEASEES HARMLESS.

Participant states that he/she/they does not have any known medical conditions which could be, or are likely to be, worsened, activated or affected in any manner, by the strenuous requirements of the activity, such as heart conditions, pulmonary conditions, orthopedic or neurological conditions, back or neck conditions, or other preexisting conditions of any nature or type, illnesses, diseases, etc.

Participant pledges to participate in the activity in a safe, responsible manner, obeying all rules with the utmost care. Participant understands that he/she/they will be held liable for all injuries and property damage caused by Participant.

In consideration of being allowed to participate in the activity, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, for myself and for my heirs, executors, administrators, successors and assigns, do hereby indemnify, release, hold harmless, acquit, exonerate and forever discharge the MAH, the owner, operator, lessee, and their respective employees, agents, insurers and assigns (hereinafter collectively "Releasees") the directors, employees, agents, associates and representatives of each of the foregoing, of and from any and all claims of any nature for personal injury, property damage or other harm of any nature which may be sustained by me or any other person and for any and all claims or suits of any nature or types that I had, have or might ever have in the future arising from my participation in the activity, including, but not limited to, those RESULTING IN ANY WAY FROM THE NEGLIGENCE OF RELEASEES OR ITS INVITEES.

I understand that this is an unconditional release, waiver of liability and assumption of risk will prevent me from making or pursuing legal claims or remedies that I might otherwise have, and I voluntarily waive and release all such claims in consideration for being allowed to voluntarily participate in the activity. I understand that notwithstanding any statements that may have been made to me by any person who I believe to be an employee or agent of releases; that I do not rely on any such statements, and rather, I understand that the only authorized statements of those entities or persons with regard to the capabilities or potential harm rising from the participation in the activity area those statements made in the is unconditional release of liability and waiver of legal rights and assumption of risk. I further understand and agree that it is my option to not participate, should I choose not to.

Participant agrees to indemnify and defend the releases against and save them harmless from any and all damages, actions, claims, judgments, cost of litigation and attorney fees which may result from participants participation in the activity, or presence upon, the facilities, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ITS INVITEES, AND AGREES TO HOLD THE RELEASEES HARMLESS.

Participant understands and acknowledges that if any word, phrase, paragraph or portion of the unconditional release, waiver of liability and assumption of risk form is found to be legally invalid, that portion shall be considered severable from the rest of the unconditional release, waiver of liability and assumption of risk, which shall remain legally binding.

It is agreed that the law of the State of California controls the interpretation and effect of this unconditional waiver, release of liability and assumption of risk form.

Photo Release: Participant authorizes the MAH to photograph or film and con to the use of my likeness and image in any and all publications, educational materials, research, advertising, news media, and World Wide Web materials. I understand and agree that such materials, including all negatives, positives, digital images, and prints shall become and remain the sole property of the MAH and I shall have no right or title to such items. I agree that the MAH does not owe me any compensation for the acts that I have consented to in this agreement. I further understand and agree that these materials may be kept on file and used by the MAH for potential future purposes and further agree to release the MAH from any and all liability arising from or in connection with the taking, use, publication, or dissemination of such materials.

This is an important legal document giving up your right to make a claim or file a lawsuit. Do not sign it unless you have read and understand it.

Release of Liability

Event: Late Night at the MAH: Black Tie Roller Ball

Date: March 30, 2024

By signing this waiver and assumption of risk and release, I acknowledge its contents. I agree to be bound by the terms of this unconditional release, waiver of liability and assumption of risk and understand that any and all risks, whether known or unknown, are expressly waived in advance. I certify that my participation is covered by insurance to cover any injury or damages I may suffer or cause, or else I agree to bear the costs for such injury or damage to myself or others. I have signed this document freely and voluntarily without any inducement.

Participant's Name

Phone

Participant's Signature