

Aceituno Arts Cooperative
Release and Waiver Liability and Indemnity Agreement

In consideration of being permitted to participate in any way at the **Aceituno Arts Cooperative facility** indicated below and/or being permitted to enter for any purpose any restricted area here in defined as any area where in admittance of the general public is prohibited), the adult participant or parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in any activities occurring at the Aceituno Arts Facility, he or she should inspect facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the facility management of such condition and refuse to participate. I understand and agree that, if at anytime, I feel anything to be unsafe, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

- (a) There are risks and dangers associated with participation in any of the activities that occur at the Aceituno Arts Cooperative Facility which could result in bodily injury partial and/or total disability, paralysis and death.
- (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
- (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
- (d) There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and in whole or in part by the negligence of the releasees named below.

4. I/WE RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct any Aceituno Arts Facility events or activities, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR THE RELEASEE OR OTHERWISE.

5. I/WE Hereby acknowledge **THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. on behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ACEITUNO ARTS COOPERATIVE 2141 Mission Street, San Francisco, CA 94110

Participant Signature _____ Date _____

Printed Name of Participant _____ Contact phone # _____

(Fill out below if participant is a minor.)

Parent or Guardian Signature _____ Date _____

Printed Name of Parent/Guardian _____ Contact phone # _____

Printed Name of Minor _____

Received by: _____

Manager Signature

Printed Name

Date