

## **LIABILITY WAIVER AND RELEASE; ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration for being permitted to attend *Haas in the Dark* (the "Performance") at the Roy and Edna Disney CalArts Theater – REDCAT ("Venue"), which will include without limitation, me voluntarily attending the Performance itself and other activities relating to or arising from the Performance and engagements in/around the Venue and other valuable consideration, the receipt and adequacy of which is acknowledged, by purchasing or possessing a ticket to the Performance and presentation of the ticket at the Performance for access I irrevocably accept and agree to be bound by, these terms and conditions and voluntarily enter into this Liability Waiver and Release; Assumption of Risk and Indemnity Agreement (this "Release") individually and on behalf of all persons attending with me under the tickets purchased hereby (all references to "me" or "I" hereunder will be interpreted to mean me and/or all persons attending with (or without) me via this ticket purchase). I HAVE VOLUNTARILY AGREED TO ATTEND THE PERFORMANCE. I understand and expressly acknowledge that ATTENDANCE IS POTENTIALLY DANGEROUS DUE TO, AMONG OTHER THINGS, **THE PERFORMANCE BEING IN THE DARK THROUGHOUT THE ENTIRETY OF THE PERFORMANCE**. I HEREBY ASSUME ALL RISK OF LOSS, DAMAGE AND/OR INJURY (INCLUDING DEATH) TO MY PERSON AND/OR PROPERTY ASSOCIATED WITH MY ATTENDANCE AT THE PERFORMANCE, INCLUDING WHETHER CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE VENUE, AND THE CALIFORNIA INSTITUTE OF THE ARTS ("CALARTS"), LOS ANGELES PHILHARMONIC ASSOCIATION ("LA PHIL"), LIQUID MUSIC, AND EACH OF THEIR PARENT, SUBSIDIARY, AND AFFILIATE COMPANIES AND EACH OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, OR REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES").

I ACKNOWLEDGE THAT THE VENUE HAS PUT IN PLACE MEASURES TO REDUCE THE RISK OF INJURY AND THAT I MUST FOLLOW ALL POSTED INSTRUCTIONS AND OTHER VERBAL OR WRITTEN INSTRUCTIONS WHILE IN ATTENDANCE. BY ATTENDING THE PERFORMANCE, I VOLUNTARILY ASSUME ALL RISKS RELATED TO THE PERFORMANCE BEING IN THE DARK.

I FULLY AND FOREVER WAIVE ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES AND DEMANDS ("CLAIMS") AGAINST THE RELEASED PARTIES, AND FULLY AND FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY LOSS, INJURY, ILLNESS, AND/OR ANY OTHER DAMAGE (INCLUDING DEATH) I MAY SUSTAIN IN ANY MANNER ARISING FROM OR RELATED TO THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING FROM OR RELATED TO

THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES OR OTHER PERFORMANCE PARTICIPANTS OR ATTENDEES.

I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEYS' FEES AND COSTS, AND OTHER EXPENSES OF EVERY NATURE AND CHARACTER ARISING OUT OF OR RELATED TO MY ATTENDANCE AT THE PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIM BY MY SUCCESSORS-IN-INTEREST, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES, DURING, OR AFTER THE PERFORMANCE.

I understand that this Release is intended to be as broad and inclusive as is permitted by the laws of the state in which is the Performance is being conducted and that if any provision, or part hereof, is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless will continue in full force and effect, and the unenforceable provision will be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Release.

BY VOLUNTARILY ATTENDING THE PERFORMANCE, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THIS RELEASE AND HAVE AGREED TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY ASSENT BY PURCHASE OR POSSESSION OF A TICKET TO THE PERFORMANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PARENT/GUARDIAN WAIVER AND RELEASE – CONSENT FORM**

As the Parent/Legal Guardian of the Minor named below, I hereby give my full consent and approval for my child to attend *Haas in the Dark* (the "Performance") at the Roy and Edna Disney CalArts Theater – REDCAT ("Venue").

I understand that there are certain risks of injury inherent in the attendance of the Performance, and I am willing to assume these risks on behalf of my child. I have read and agree to the Liability Waiver and Release; Assumption of Risk and Indemnity Agreement, which is attached hereto and fully incorporated into this Consent Form. I hereby certify that my child is fully capable of attending the Performance.

In addition to giving my full consent for my child's attendance at the Performance, which I have voluntarily agreed to have my child attend, I do hereby waive, release, and hold harmless REDCAT, the Artist (who created *Haas in the Dark*), California Institute of the Arts ("CalArts"), Los Angeles Philharmonic Association ("LA Phil"), Liquid Music, its Board Members, each of their parent, subsidiary, and affiliate companies, each of its officers, directors, shareholders, and affiliates and their entities, its Board Members and their respective employees, independent contractors, agents, or representatives, their patrons, supervisors, and representatives for any injury that may be suffered by my child in the normal course of attendance in the designated Performance and/or Venue and the interactions incidental thereto, whether the result of negligence or any other cause.

**Minors Full Name:** \_\_\_\_\_

**DOB:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Full Name (Print):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_