

# Studio 58, LLC

## Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

IN CONSIDERATION of being permitted to attend, work for, or participate in any way in the EVENT(S) (Event(s) are defined as any theatrical performances, photography sessions, cinematography, social gathering of any nature or type, or other multi-media processes, organized or conducted by Studio58, LLC or approved promoters) or being permitted to enter for any purpose the premises, as defined as Studio58, LLC, THE UNDERSIGNED:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Studio 58, LLC, its owners, agents, employees, consultants, volunteers thereof, or lessor of the property regarding the premises or EVENT(S) and for each of them, their directors, officers, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. **I HEREBY WAIVE AND RELEASE**, indemnify, and hold harmless the Studio 58, the City, the Venue, the Official Hotels, and their respective officers, directors, employees, agents, affiliates, contractors, volunteers, managers, sponsors, funders, attendees, public officials, successors and assigns ("Released Parties"), from any and all demands, damages, losses, liabilities, causes of action, lawsuits, attorneys' fees, and/or claims of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in the Event, including acts or omissions by third parties such as medical providers and vendors of food or drink, arising from or in any way connected with my participation in the Event. I understand the nature of the Event activities in which I participate and represent that I am qualified to participate in such activities. I further acknowledge that I am aware that the Event will be conducted in facilities open to the public. I agree and warrant that if at any time I believe conditions of an Event activity to be unsafe, I will immediately discontinue further participation in the activity. I intend and desire for this Waiver to be interpreted as broadly as permitted under law. This Waiver does NOT apply to any acts of gross negligence or intentional, willful, or wanton misconduct on the part of any Released Party.
3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE, they may incur arising out of my presence or participation in the EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. **HEREBY AGREES** to pay for all damages to the facilities, equipment, and/or products of Studio 58, LLC which are caused by negligent, reckless, or willful actions of the undersigned.
6. **HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS** and may involve the risk of serious injury and/or death and/or property damage.
7. **HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement** extends to all acts of negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. **HEREBY AFFIRMS that the undersigned is 18 years of age or older and has read and understands Studio 58, LLC's Rules and Photography Policy, and understand the content of this document.**
9. **ADMISSION FEE NOT REFUNDABLE/TRANSFERRABLE:** I understand that my admission fee is not refundable, and not transferrable to anyone else. I agree: to wear my wristband and ID badge at all times as proof of payment; that I may have to pay a fee if my wristband becomes detached and needs replacing; and I understand that there are no refunds for lost wristbands or ID badges.
10. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to familiarize myself with, and follow the Event Rules for "The Activity" as posted and/or otherwise provided to me and to follow directions given to me by the leaders of "The Activity".

This release and waiver of liability is valid as of the date signed below, and remains in full force and effect until withdrawn via written request to Studio 58.

I SUBMIT THIS WAIVER VOLUNTARILY, OF MY OWN FREE WILL AND FREE OF PRESSURE, DURESS, OR THREAT OF DURESS. I HAVE READ THIS ENTIRE FORM CAREFULLY. I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS WAIVER, I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE STUDIO 58 OF ALL LIABILITY TO THE FULLEST EXTENT OF THE LAW. I AM OVER 18 YEARS OLD AND I AM MENTALLY COMPETENT.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Printed Name

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Signature

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Date

**ALL INFORMATION MUST BE LEGIBLY AND CLEARLY WRITTEN.**