



RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Release and Waiver of Liability Agreement ("Agreement") is executed on this _____ day of _____, 20__ ("Effective Date"), by _____ ("Participant ") in favor of the San Diego Collaborative Arts Project and affiliated organizations, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively, "SDCAP"), any lessor or lender (collectively "Landlord Parties") of the "CoLab Premises" .

BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS VOLUNTARILY APPLIED TO PARTICIPATE IN ACTIVITIES AT THE COLAB PREMISES AND/OR USE THE COLAB PREMISES AND/OR FACILITIES AND EQUIPMENT FOR PARTICIPANT'S PERSONAL ACTIVITIES OR OTHERWISE.

As consideration for being permitted by SDCAP to participate in any activities and/or to use the CoLab Premises, facilities and/or equipment, Participant and Participant's successors, heirs, legal guardians, and assignees, do hereby forever release, discharge, quit and hold harmless SDCAP and the Landlord Parties and their successors and assigns from any and all liabilities, losses, costs, claims, demands, actions, causes of action, expenses (including attorneys' fees cost and expenses) and/or penalties claimed, threatened or asserted against, or suffered or incurred by Participant ("Claims"), of every and any kind or nature whatsoever, in law or in equity, whether now known or unknown, that Participant may have, or any person acting under Participant, may now have, or claim at any future time to have, based in whole or in part upon any act or arising out of or as a consequence of the use of the CoLab Premises, facilities or equipment, that Participant, or Participant's assignees, heirs, distributees, legal guardians, next of kin, and legal representatives may now have, or may have in the future. Such release shall include, without limitation, any Claims that are related directly or indirectly to (i) participation in any activities or the use of the CoLab facilities or equipment, (ii) the negligence or acts of SDCAP, Landlord Parties or others, whether directly or indirectly connected or related to such activities, facilities or equipment or not, and however caused, or (iii) the condition of the CoLab Premises, facilities or equipment whether or not I am then participating in the activities or using the facility or equipment. Participant also agrees that Participant and Participant's successors, heirs, legal guardians, and assignees will never institute or participate in any administrative proceeding, suit or action, at law or in equity, by reason of any Claim released in this Agreement. Further to that, neither will Participant, or any of Participant's successors or assigns, heirs, legal guardians, and assignees make a Claim against, sue, or attach the property (real property or personal property) of SDCAP, the Landlord Parties or the CoLab Premises in connection with any of the matters covered by the this Agreement.

By signing this Agreement, Participant hereby acknowledges and agrees that Participant is skilled in the activities and/or the use of the equipment located at CoLab or, if unskilled, Participant expressly assume all risk associated with such activities or activities related thereto, including, without limitation, the use of the CoLab facility or equipment. **Participant expressly acknowledges and agrees that there is no supervision or training at the CoLab Premises or of the equipment located at the CoLab Premises conducted by SDCAP or the Landlord Parties and Participant assumes all risk related to such activities or any activities related thereto or of the use of the facilities and/or equipment.** Participant expressly acknowledges and agrees that activities and any activities related thereto, including the use of the CoLab Premises, facilities and/or equipment are or may be hazardous activities and that Participant could be seriously injured or even killed. Participant agrees that, excluding "Special Events" which such events shall be designated only by SDCAP and/or the CoLab Managers, under no such circumstances shall intoxicants be consumed/used while participating in any activities at the CoLab Premises, or using the CoLab tools, facilities or equipment. Nor shall any intoxicants be used by Participant within the

4-hour period PRIOR to the use of CoLab tools, facilities or equipment. Participant acknowledges and agrees that Participant is voluntarily participating in these activities and any activities related thereto, including, without limitation, the use of the CoLab Premises, facilities or equipment with knowledge of the danger involved, and assumes any and all risks of bodily injury, death or property damage, whether those risks are known or unknown. Participant understands and agrees that neither SDCAP nor the Landlord Parties assume any responsibility for, or obligation to, provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. Participant understands and agrees that any and all personal property is brought to the CoLab Premises shall be done at Participant's risk and that SDCAP and the Landlord Parties are not responsible for any damage to Participant's personal property. Participant hereby releases, indemnifies and holds harmless SDCAP and the Landlord Parties from any and all costs, expenses, claims and liabilities associated with any damage to Participant's personal property.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENT. PARTICIPANT IS AWARE THAT THIS IS AN AGREEMENT BETWEEN SDCAP, THE LANDLORD PARTIES AND PARTICIPANT. PARTICIPANT EXECUTES THIS AGREEMENT FREELY.

IF THIS AGREEMENT SIGNED BY PARENT OR GUARDIAN ON BEHALF OF A MINOR PARTICIPANT: SUCH PARENT OR GUARDIAN, HEREBY CONSENTS TO THE MINOR PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OR ANY ACTIVITIES RELATED THERETO, INCLUDING THE USE OF THE COLAB FACILITIES AND/OR EQUIPMENT AND SUCH PARENT OR GUARDIAN EXPRESSLY ACKNOWLEDGES THE RISK OF INJURY OR DEATH TO THE MINOR PARTICIPANT AND ASSUMES ALL RESPONSIBILITY AND RISK FOR ANY AND ALL RISKS FOR SAID INJURY OR DEATH TO THE MINOR PARTICIPANT. SUCH PARENT OR GUARDIAN ACKNOWLEDGES AND AGREE THAT HE/SHE WILL NEVER INSTITUTE OR PARTICIPATE IN ANY ADMINISTRATIVE PROCEEDING, SUIT OR ACTION, AT LAW OR IN EQUITY, ON BEHALF OF THE MINOR PARTICIPANT BY REASON OF ANY CLAIM RELEASED IN THIS AGREEMENT. FURTHER TO THAT, NEITHER WILL SUCH PARENT OR GUARDIAN, OR ANY OF SUCH PARENT OR GUARDIAN, ON BEHALF OF THE MINOR PARTICIPANT, AND THEIR COLLECTIVE OR SINGULAR SUCCESSORS OR ASSIGNS, HEIRS, LEGAL GUARDIANS, AND ASSIGNEES MAKE A CLAIM AGAINST, SUE, OR ATTACH THE PROPERTY (REAL PROPERTY OR PERSONAL PROPERTY) OF SDCAP, THE LANDLORD PARTIES OR THE COLAB PREMISES IN CONNECTION WITH ANY OF THE MATTERS COVERED BY THE THIS AGREEMENT.

SUCH PARENT OR GUARDIAN EXPRESSLY ACKNOWLEDGES AND AGREES THAT PARENT OR GUARDIAN HAS THE RIGHT TO SIGN THIS AGREEMENT ON BEHALF OF THE MINOR PARTICIPANT AND SUCH AGREEMENTS CONTAINED HEREIN SHALL BE EXPRESSLY APPLICABLE TO ANY MINOR PARTICIPANT AT THE COLAB PREMISES.

PARTICIPANT:

Signature: _____

Print Legal Name: _____

Date: _____

PARENT OR GUARDIAN OF MINOR PARTICIPANT (If Applicable)

Minor Participant Name: _____

Parent/Guardian Signature: _____

Parent/Guardian Print Legal Name: _____

Date: _____