

# ACKNOWLEDGMENT AND ASSUMPTION OF RISK

NAME \_\_\_\_\_

EMAIL: \_\_\_\_\_

- 1. Activity & Associated Risk.** I have chosen to participate in DODO, hereinafter referred to as the “Activity,” which is organized by Bricolage. I understand that:
  - Bricolage offers immersive theatrical experiences in which audience members engage in physical activities.
  - Audience members may be transported by bus or like vehicles among venues in order to participate in the theater experience.
  - Although Bricolage has taken reasonable steps to secure appropriate equipment and skilled staff, I acknowledge that the activities associated with Bricolage’s immersive theater experience have inherent risks, including those that cannot be eliminated.
  - The risks of participating in the Activity include, but are not limited to damage to my physical property, accidental injury, or in extreme cases, permanent trauma or disability.
  - Bricolage and its associated agents, employees, volunteers, members, agents, directors and sponsors assume no responsibility for providing for my medical insurance or medical treatment or care during the Activity, and I will pay for costs of any medical care and/or evacuation that I may incur.
- 2. Assumption of Risks.** I represent that I am fully capable of participating in the Activity without causing harm to myself or others. I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity, including any loss caused by the negligence of Bricolage, its employees, officers, sponsors, directors or affiliated organizations, hereinafter known as the “Released Parties.”
- 3. Indemnification, Hold Harmless & Defense.** For myself, my heirs, executors, legal representatives, assignees and successors in interest (collectively “Successors”), intending to be legally bound hereby, I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY THAT I OR MY SUCCESSORS MAY ALLEGE AGAINST THE RELEASED PARTIES (INCLUDING LEGAL FEES OR COSTS) AS A DIRECT OR INDIRECT RESULT OF INJURY OR LOSS TO ME OR MY SUCCESSORS ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS. I PROMISE NOT TO SUE THE RELEASED PARTIES REGARDING ANY CLAIM ARISING FROM MY PARTICIPATION IN THE ACTIVITY.
- 4. Agreement to Follow Directions.** I agree to follow the rules and directions for the Activity provided to me, including wearing all required safety equipment.
- 5. Use of my Likeness.** I understand that during this Activity, I may be photographed or videotaped for promotional activities, both for Bricolage and for its associated sponsors and partners. To the extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for such likeness of me or use of my name in connection with such likeness, and I grant Bricolage and its assigns permission to use, copyright and publish (including by electronic means) such likeness of me, whether in whole or in part, in any form, without restrictions and I expect no compensation for such use.
- 6. Severability.** This agreement is intended to be an enforceable release of liability and an indemnification as broad and inclusive as permitted by Pennsylvania law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this agreement.
- 7. Applicable Law & Forum.** This agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way related to the Activity shall be brought only in the Commonwealth of Pennsylvania and the relevant state or federal courts for Allegheny County, Pennsylvania. I agree to the jurisdiction and venues of those courts for any such dispute.

I have fully informed myself of the contents of this agreement by reading it in its entirety before signing it. No oral representations, statements or other inducements to sign this release have been made, apart from what is contained in this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_