

PARTICIPANT RELEASE AND WAIVER

Thank you for joining us for a site-specific performance!

Please note that 'Tales of an Urban Indian', 'Every Brilliant Thing' and 'For Both Resting And Breeding' are three immersive, site-specific and travelling theatrical journeys (the "Event") organized by TALK IS FREE THEATRE and HARTSTONE-KITNEY PRODUCTIONS ("Company.")

Not that you are engaging in high risk behaviour by attending a performance, but we are required to let you know that these productions take place outside of a traditional theatre venue.

As such ...

I, for myself, my personal representatives, assigns, heirs and next of kin, hereby assume all of the risks of participating in any and all activities associated with the Event, including by way of example and not limitation, any risks that may arise as a result of the persons or entities being released.

I certify that I am in good health and in proper physical condition to participate in the Event that requires movement that is outside the scope of a traditional theatrical production, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Event. If at any time I believe the conditions to be unsafe, I will discontinue further participation in the Event.

In consideration for being a participant in the Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE AND DISCHARGE Companies, their directors, officers, employees, volunteers, representatives, sponsors and agents, and other participants in the Event, from any and all liability, claims, demands, losses or damages cause or alleged to be caused by any reason whatsoever, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, including my traveling to and from the Event;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in the Event, whether caused by negligence or otherwise.

I acknowledge that the Companies and its directors, officers, representatives, sponsors and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that I will participate in the Event entirely at my own risk, and I fully accept and assume all risks and responsibility for losses, costs and damages which I incur as a result of my participation in the Event, including risks of injury, illness, death, personal property damage or personal losses.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Event.

This Participant Release and Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND BY PURCHASING TICKETS TO ANY OF THE ABOVE NAMED EVENTS, I ACCEPT THESE TERMS AND CONDITIONS OF MY OWN FREE WILL.

We thank you for your attention and look forward to treating you to an extraordinary performance.