

Culture Nights- Seaport Liability Waiver Release Form

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT for Participants

Event: Culture Nights (Seaport) "Event" Date of Event:7/28/2023

Locations of Event: 88 Seaport BLVD, Seaport MA

IN CONSIDERATION of being permitted to participate in any way in the Culture Nights EVENT(S), EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the {AIR, City Of Boston & WS Development}, and all of their directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her 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 AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY PARTICIPATING OR ATTENDING THIS EVENT YOU ASSUME ALL RISKS WHETHER KNOW OR UNKNOWN.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.

3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS and involve risks including but not limited to exposure to infectious syndromes and diseases, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or noncommercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in the Event. I agree that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.

5. HEREBY AGREES AND UNDERSTANDS that should any part or portion of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portions of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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.

SIGNED: _____

DATE: _____

PRINT NAME: _____ DATE OF BIRTH
(M/D/YYYY) _____:

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of the individual who signed the foregoing Release (“Minor”) and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor’s behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: _____

DATE: _____

PRINT NAME: _____ RELATIONSHIP TO
MINOR: _____