

## Musée Patamécanique Guest Agreement and Waiver/Release of Liability

PART 1 - Musée Patamécanique Guest Agreement - Musée Patamécanique only works if the mystery is left intact so every guest MUST help us to keep the location of our venue a secret. I, the undersigned, hereby agree that I will keep all Musée Patamécanique Material strictly confidential. In particular, I will not publically disclose the location of Musée Patamécanique by any means including taking any photographs recording video or making other recordings during my Musée Patamécanique tour. I also agree to return all tour related materials such as maps and equipment to Musée Patamécanique at the end of my tour. I understand that the provisions of this Guest Agreement will continue indefinitely.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

PART 2 - WAIVER AND RELEASE OF LIABILITY - I, the undersigned, intend to experience the artwork, Musée Patamécanique (the "Work") throughout the town of Bristol, and Rhode Island as well as a private residence (the "Venue"). I agree that my experience of the Work is subject to the following terms and conditions: 1. Age of Majority. I affirm that I am 18 years of age or older and legally competent to be bound by each of the terms and conditions in this Waiver and Release of Liability (the "Agreement"). Visitors under the age of 18 must have a parent or legal guardian cosign their Waiver and Release of liability form AND accompany them on their tour 2. Fitness, Pregnancy and Responsible Behavior. I represent that I am not under the influence of alcohol, drugs or medications that would alter my senses or judgment, and not aware of any physical, emotional, or other condition such as claustrophobia, a heart condition, back condition, history of seizures and/or sensitivity toward flashing lights that would create a hazard to me as a result of my experiencing the Work. I represent that I am physically fit and able to undertake conditions involved in experiencing the Work, including walking and standing for approximately 100 minutes. I am fully aware that during the tour I will NOT have access to a rest-room (toilet) facility and have planned accordingly. If you are pregnant (or you think you might be pregnant) and you decide to proceed, you will need to declare to Musée Patamécanique that: I am pregnant (or think I might be pregnant) and I accept that I will be participating in the tour entirely at my own risk. I agree that, during my experience of the Work, I will act responsibly. 3. Insurance. I acknowledge that health insurance coverage is my own sole responsibility and hereby release the Artist, Neil Salley, Musée Patamécanique its Associates and the Town of Bristol Rhode Island and each of their respective trustees, supervisors, directors, officers, consultants, employees, independent contractors, agents, representatives, assigns and heirs (collectively, the "Releasees") from any obligation to provide insurance coverage for me in connection with, or arising out of, the Work. 4. Acknowledgment of the Risks Inherent in the Work. I acknowledge that the Work has been known to cause epileptic seizures and that my experiencing the Work may result in serious injury, including without limitation partial or total disability, paralysis, death, and/or severe social and economic losses. 5. Assumption of All Risks. Notwithstanding the serious risks and dangers inherent in my experiencing the Work, I choose to participate and expressly and voluntarily assume all risks in connection with or arising out of my experiencing the Work. I acknowledge there may be other risks not known to me or not reasonably foreseeable at this time and I assume these unknown and unforeseen risks as well, hereby waiving any and all rights and benefits conferred by any statute, regulation, or principle of common law or civil law of the United States, of any state, commonwealth, territory, or other jurisdiction thereof. 6. Cancellations. I acknowledge that my tour may be delayed, interrupted, rescheduled, postponed, cancelled or materially altered by Musée Patamécanique or its partners for reasons (including, but not limited to) Force Majeure, power failure, or failure of sound or lighting equipment or other technical malfunctions that would impede the proper management of the tour experience. 7. Refund Amount. Musée Patamécanique or its affiliates shall have no further liability beyond the sale price the tour. Musée Patamécanique will not be liable to you for any loss of enjoyment or for any travel, subsistence, accommodation or any other arrangements or wasted expenditure relating to the tour that has been arranged by you. 8. Release of Liability. I, on behalf of myself, my personal representatives, assigns and heirs, hereby release, discharge and covenant not to sue or make any claim against, any of the Releasees and hereby waive any and all claims against the Releasees for any actions, demands, losses, damages, costs, or expenses in connection with, arising out of, or related to my experiencing the Work, including, without limitation, the negligence of any of the Releasees as it relates to the Work or my experience therein. 9. Emergency Medical Care. I hereby authorize and consent to emergency medical care and transportation to obtain treatment in case of injury, as Musée Patamécanique, its affiliates or other guests may deem appropriate. I expressly agree to be financially responsible for such care. The release of Releasees' liability in this Agreement extends to any liability arising out of or in any way connected with any such medical treatment and transportation I receive or any failure to provide such treatment or transportation, or which arises out of my experiencing the Work. 10. Invalidity. I expressly agree that the terms of this Agreement are intended to be as broad and inclusive as is permitted under the laws of the state of Rhode Island. If any portion of this Agreement shall be held invalid, illegal or unenforceable to any extent and for any reason by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE RULES AND REGULATIONS PROVIDED WHEN I MADE MY BOOKING TO EXPERIENCE THIS WORK. I AM AWARE THAT I MAY HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL AND HAVE DONE SO TO THE EXTENT I CONSIDER NECESSARY OR ADVISABLE. BY SIGNING THIS AGREEMENT, I REPRESENT THAT I KNOW WHAT I AM DOING, I TAKE COMPLETE RESPONSIBILITY FOR MY OWN ACTIONS, I AGREE TO EACH AND EVERY ONE OF ITS TERMS, AND I WAIVE SUBSTANTIAL LEGAL RIGHTS AS DESCRIBED HEREIN.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency phone number \_\_\_\_\_