



PARTICIPANT CONSENT AND WAIVER OF LIABILITY for participation in The Pilobolus Workshop (“Program”).

I, the undersigned, hereby release Pilobolus Inc., its employees, agents, participants, and volunteers (herein collectively referred to as “Pilobolus”) from all liability arising out of or in connection with the Program and all liabilities associated with any and all claims related to the Program that may be filed on my behalf. For the purposes of this agreement, liability means all claims, demands, losses, causes of action, suits or judgments of any and every kind that occur during the Program and that result from any cause including the active or passive conduct and/or negligence of Pilobolus.

I acknowledge that there are risks that are inherent in the above-described activity, including the risk of serious injury that may occur through the conduct of other participants, instructors or Pilobolus, including conduct that may not be part of the ordinary risks of the activity itself. For example, injury may occur through conduct that is not authorized by the rules and regulations of the activity. This release and waiver as set forth in the above paragraph shall also apply to this type of conduct and any resulting injury.

Pilobolus has put in place preventative measures to reduce the spread of COVID-19; however, Pilobolus cannot guarantee that you will not become infected with COVID-19. Further, attending the Program could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Program and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed or infected by COVID-19 at the Program may result from the actions, omissions or negligence of myself or others, including, but not limited to Pilobolus employees, volunteers and program participants and their families.

I have been informed that during my participation in the program, I will engage in the physical activities of the Program unless symptoms such as fatigue, shortness of breath, chest discomfort, or sharp pain occur. At that point it is my responsibility to inform the instructor of my symptoms and it is my complete right to modify my activity.

I have carefully read this waiver and release of liability and fully understand its terms and conditions and understand that by signing this document that I have given up substantial rights for myself.

MEDIA RELEASE

I _____, authorize Pilobolus (“Company”) and its respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use my appearance in footage or photography taken during the Pilobolus Program (the “Program”) for Company’s internal business, commercial, educational, archival or promotional purposes, in any format or media now known or hereafter devised.

I agree that you may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance and that Pilobolus shall be the exclusive owner of the results of such taping, photography and recording with the right, throughout the world, in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Program or otherwise.

I represent that any statements made by me during my appearance are true, to the best of my knowledge, and that my appearance will not violate or infringe upon the rights of any third party.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I understand that pictures and video footage of me may be publicly posted, displayed and/or published. I further understand that the pictures or video footage may be used in any and all media outlets, such as on Company’s website.

I acknowledge that you will rely on this permission potentially, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Participant Signature _____ Date _____

Printed Name of Participant _____