

**Crosstown Arts Digital Lab**  
**Waiver and Release of Liability**

I, the undersigned, for myself or, as applicable, in my capacity as the parent or legal guardian or custodian of any child / minor whose name is set forth below (the undersigned and/or any such minor, as applicable, the "Participant"), do hereby confirm that I am over the age of 18 and am choosing, at my own will, and in no way under the coercion of another individual or entity, to sign this Waiver and Release of Liability with the advice of legal counsel or having been advised that I may seek, in my sole discretion, legal counsel regarding the interpretation and effect of this Waiver and Release of Liability.

As a participant in CROSSTOWN ARTS' DIGITAL LAB AND ANY AND ALL ACTIVITIES RELATING THERETO, AT LOCATION(S) DETERMINED BY CROSSTOWN ARTS PERSONNEL, WHICH MAY INCLUDE 430 N. CLEVELAND AND 410-438 N. CLEVELAND, MEMPHIS, TN, 38104, AND ANY TRANSPORTATION TO AND FROM ANY SUCH LOCATION(S), TO THE EXTENT PROVIDED BY ANY CROSSTOWN PARTIES (DEFINED BELOW) (collectively, the "Activities"), I agree to the following:

I am not presently, nor, on the date(s) of the Activities, will Participant be, under the influence of drugs, alcohol or any controlled substance that could alter or impair my or Participant's judgment. No Participant will leave the group during any such Activities.

I ACKNOWLEDGE AND AGREE THAT THE PARTICIPANT IS CHOOSING, OR, AS APPLICABLE, I AM CHOOSING ON BEHALF OF PARTICIPANT TO ALLOW PARTICIPANT, TO PARTICIPATE IN SUCH ACTIVITIES AT PARTICIPANT'S OWN RISK, AND THAT I, FOR AND ON BEHALF OF PARTICIPANT, AS APPLICABLE, AND PARTICIPANT'S HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY ASSUME FULL RESPONSIBILITY FOR THE SAME AND RELEASE, WAIVE AND DISCHARGE CROSSTOWN ARTS, CROSSTOWN BUILDING OWNER, LLC, CROSSTOWN MASTER TENANT, LLC, AND ANY AND ALL OF THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, OWNERS, FAMILY, SUCCESSORS, ASSIGNS, LENDERS, LICENSORS, LICENSEES, LESSORS, LESSEES AND INVITEES (COLLECTIVELY, "CROSSTOWN PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION, AND HEREBY COVENANT NOT TO SUE OR MAKE ANY CLAIMS AGAINST ANY SUCH CROSSTOWN PARTIES, AS A RESULT OF ANY AND ALL INJURIES TO PERSONS OR PROPERTY OR OTHER DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY PARTICIPANT'S OWN NEGLIGENCE OR THE NEGLIGENCE OF OTHERS, OR ANY PRESENT CONDITION OF ANY OF THE LOCATION(S) AT WHICH ANY OF THE ACTIVITIES ARE OR SHALL BE CONDUCTED OR OF ANY ROUTE(S) OF TRAVEL TO AND FROM THE SAME.

I DO HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALL CROSSTOWN PARTIES FROM ANY AND ALL CLAIMS, LIABILITY, LOSSES, JUDGMENTS, DEMANDS, ACTIONS AND COSTS, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, REGARDLESS OF THE CAUSE.

I furthermore authorize any applicable Crosstown Parties to provide, seek or secure any necessary medical attention as reasonably determined by any such Crosstown Parties in the event of any injury, illness or other mishap.

Participant hereby grants to the Crosstown Parties the irrevocable and perpetual right (unlimited as to the number of uses, times and territory) to use, modify, and display Participant's name, likeness, and/or biographical details in connection with the Activities, and any of Participant's photographs, films, images, paintings, sculptures, books, other print or electronic media, artwork and/or other work product of the Activities, all without compensation in any form.

If any portion of this Waiver and Release of Liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Waiver and Release of Liability shall remain in full force and effect and any such offending provision(s) shall be deemed stricken herefrom.

PRINT FULL LEGAL NAME OF CHILD / MINOR PARTICIPANT \_\_\_\_\_  
(for any Participant under the age of 18; otherwise, mark 'N/A')

PRINT FULL LEGAL NAME OF ADULT \_\_\_\_\_  
(for any Participant over the age of 18, or for the Parent/Legal Guardian or Custodian of any child / minor Participant)

SIGN FULL LEGAL NAME OF ADULT \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_, 20\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

ADDENDUM TO  
WAIVER AND RELEASE OF LIABILITY  
FOR VOLUNTEERS AND STAFF MEMBERS

This Addendum is attached to and is a part of the Waiver and Release of Liability executed by the undersigned concurrently herewith. Any reference to participant or Participant therein shall be deemed to refer to the undersigned in his/her capacity as a volunteer or staff member, as applicable, for the Activities described therein. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to such terms in the Waiver and Release of Liability.

I hereby authorize any of the Crosstown Parties to perform such background, criminal record or public records search(es) or other inquiries, if at all, regarding such Participant's involvement in the Activities as any of the Crosstown Parties may determine in their sole discretion but without any obligation on the part of any such Crosstown Parties to perform any of the foregoing. I have disclosed in writing to Crosstown Arts any and all information that a reasonable person would deem relevant regarding my qualification or disqualification for performing any volunteer or staff responsibilities in connection with the Activities. The indemnity set forth in the Waiver and Release of Liability shall be deemed to extend to any omission by the undersigned from such disclosure.

PRINT FULL LEGAL NAME OF CHILD / MINOR PARTICIPANT \_\_\_\_\_  
(for any Participant under the age of 18; otherwise, mark 'N/A')

PRINT FULL LEGAL NAME OF ADULT \_\_\_\_\_  
(for any Participant over the age of 18, or for the Parent/Legal Guardian or Custodian of any child / minor Participant)

SIGN FULL LEGAL NAME OF ADULT \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_, 20\_\_\_\_