

LRPD:LDRD WAIVER

CODE OF CONDUCT

I understand that Like Real People Do: Long Distance Relationships Division is a fictional job training with actors portraying characters. In every and all interactions with the actors in Like Real People Do: Long Distance Relationships Division I will abide by New York law and comport myself according to basic standards of decency. I will not harm or abuse the actor or submit them to any form of verbal abuse.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Activity & Associated Risk.

I have chosen to participate in Like Real People Do: Long Distance Relationships Division, hereinafter referred to as “Activity,” which is organized by Jordan Chlapecka and Kendra Slack for Linked Dance Theatre, hereinafter referred to as “The Producer”.

I understand that:

The Producer offers immersive theatre experiences in which participants engage in virtual activities and interaction with actors.

Although the Producer has taken reasonable steps to secure appropriate performance locations and skilled staff, I acknowledge that the activities associated with the Producer’s immersive experience has inherent risks, including those that cannot be eliminated. The risks of participating in the Activity include, but are not limited to damage to my physical property, accidental injury, or in extreme cases, permanent trauma or disability.

The Producer and their associated agents, members, employees, volunteers, members, officers, sponsors, clerics, elders, founders or any affiliated organizations assume no responsibility for providing for my medical

insurance or medical treatment during the Activity, and I will pay for costs of any medical care and/or evacuation that I may incur.

Assumption of Risks

I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to, from, or during the Activity- including any loss caused by the negligence of the Producer, their employees, volunteers or any affiliated organizations, hereinafter known as the “Released Parties.”

Release of Liability

I hereby release the Producer and all other Released Parties from all liabilities, causes of action, claims and demand that may arise in any way from any injury, death, loss or harm that occur to me during the Activity or related to the Activity, including during transportation to, from, or during the Activity. This release includes claims for negligence by all Released Parties and claims for strict liability or abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct or any liabilities New York law do not permit to be excluded by agreement. I also agree not to sue or make a claim for the released parties for death, injuries, loss or harm that occur during the Activity.

Indemnification, Hold Harmless & Defense

I agree to indemnify, hold harmless and defense the Released Parties (as defined in section 2) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also agree to indemnify, hold harmless and defense the Released Parties against any and all claims for my own negligence and any other claims arising from my conduct during the Activity. In accordance with this section, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees that they incur because of any such claims made against them. I agree that in the event of my death or

disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or graduation will be obligated to enforce them.

Use of my Likeness

I understand that during this Activity, I may be photographed or videotaped for promotional use, both for the Producer and for its associated sponsors and partners. To the extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for such likeness of me or use of my name in connection with such likeness, and I grant the Producer and its assigns permission to use, copyright and publish (including by electronic means) such likeness of me, whether in whole or in part, in any form, without restrictions and I expect no compensation for such use.

Severability

I agree that the purpose of this agreement is that it shall be an enforceable release of liability and an indemnification as broad and inclusive as permitted by New York state law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

Applicable Law & Forum

This agreement is governed by and shall be construed in accordance with the laws of the State of New York, without any reference to its choice of law rules.

I have fully informed myself of the contents of this agreement by reading it in its entirety before signing it. No oral representations, statements or other inducements to sign this release have been made a part from what is contained in this document.