

LICENCE AND RELEASE

PLEASE READ THIS LICENCE AND RELEASE CAREFULLY AS IT LIMITS YOUR LEGAL RIGHTS AND RESULTS IN YOU ADOPTING ALL LIABILITY FOR YOUR ACTIONS.

This License and Release for the grant of access to Storm King Arts Center, Mountainville, NY (the "Venue") during a time when access to the venue is typically restricted, is entered into on the date last written below by Storm King Arts Center ("Storm King") and the adult and parent(s) or legal guardian(s) of the minors named below, if any, (hereinafter referred to as the "Visitor").

Storm King agrees to grant a discretionary, limited, revocable license for access to the Venue by the Visitor subject to the terms and conditions and full waiver of liability and indemnity stated below.

TERMS OF THE LICENCE

1 TERM AND TERMINATION

This License shall be valid from ____ : ____ (am/pm) to ____ : ____ (am/pm) on ____ / ____ /2022 or until such time as Visitor is instructed by a member of Storm King staff to leave the Venue. This License shall not be renewable and shall grant no rights except those rights indicated herein.

2 RESTRICTIONS

2.1 Visitor shall at all times be subject to the rules or access to Storm King which include but are not limited to:

- 2.1 (a) Visitor shall not enter areas cordoned off by rope or security tape or signage indicating restricted access.
- 2.1 (b) Visitor shall not touch or climb on sculpture except where specifically permitted and shall not damage or deface and sculpture or property.
- 2.1 (c) Visitors shall park in designated parking areas and go elsewhere by foot.
- 2.1 (d) Visitors may not climb on any trees or bushes.
- 2.1 (e) Visitors shall stay on cleared paths, cleared grass areas and roadways.
- 2.1 (f) Visitors may not approach any water sources including streams, drainage ditches, rivers, and ponds.

3 INHERENT DANGERS

Visitors acknowledge and understand that Storm King is an outdoor venue that contains natural and man-made dangers and hazards including but not limited to: running and standing water; ice; snow; fallen or falling trees and limbs and materials; steep, slippery, rough and uneven paths and surfaces; animal and reptile burrows; various poisonous and dangerous flora and fauna including wild animals, insects, reptiles, and sharp or poisonous plants; work areas; maintenance and heavy equipment; and other similar Hazards known and unknown, apparent and unapparent (together, the "Hazards"). **THE PRESENCE OF HAZARDS MAY RESULT IN SEVERE INJURY TO PERSON OR PROPERTY. STORM KING STAFF ARE NOT AVAILABLE TO ASSIST IN EMERGENCIES AND STORM KING DOES NOT WARRANT THE AVAILABILITY OF MOBILE PHONE SIGNALS AT THE VENUE.**

4 INDEMNITY; RELEASE OF ALL CLAIMS; ACCEPTANCE OF HAZARDS

As a condition of being granted access, each Visitor on their own behalf, and each parent or legal guardian on behalf of a minor named below (the "Minor"), and together on behalf of their legal representatives, heirs, and assigns (each a "Releaser"), irrevocably releases, waives, discharges and indemnifies from and against all claims, liabilities, losses, damages, injuries, demands, suits actions and costs, including attorneys' fees (together, "Claims"), which may be brought directly or indirectly against Storm King, its officers, directors, trustees, volunteers, employees, and agents and the successors, assigns, and heirs of each of the foregoing (each a "Releasee" and together the "Released Parties") in connection with this License.

Claims shall include but not be limited to any damage, injury, or loss to any person, property or interest, whether immediately or in the future known or suspected, arising from or related to activities at or concerning Storm King

whether caused by (i) a Hazard, or a danger or defect in or failure of equipment, facilities, or services at Storm King; (ii) the inadequacy or absence of any services, warnings or instructions; (iii) the physical conditions at Storm King and any and all manner of objects located at Storm King; (iv) the acts or omissions, including negligent acts or omissions, of any of the Released Parties or third parties; (v) the breach of any implied or express warranty, representation or misrepresentation of any of the Released Parties; (vi) weather conditions; and (vii) any other operations associated with Storm King, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence), contract, or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise (collectively the "Released Claims").

RELEASORS ACKNOWLEDGE AND ASSUME THE INHERENT DANGERS OF ACCESS TO THE VENUE INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS BODILY INJURY TO SELF AND OTHERS, DEATH, AND PROPERTY DAMAGE. RELEASORS ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THESE RISKS WHETHER DUE TO THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5 GENERAL

This License and Release is governed by and will be construed in accordance with the laws of the State of New York. The exclusive forum and venue for disputes or claims arising from this License and Release shall be courts of New York County, New York. Should any term of this Release be held invalid by a court of competent jurisdiction, the remaining provisions shall remain effective and the invalid term shall be modified by the court to achieve the term's original intent or shall be deemed severable.

6 REPRESENTATIONS AND SIGNATURES

EACH VISITOR FREELY, VOLUNTARILY AND WITH KNOWLEDGE ASSUMES ALL RISKS OF AND LIABILITY FOR ACCESSING THE VENUE. Each Visitor acknowledges that he/she has executed this License and Release in order to access the Venue. Each Visitor acknowledges that they have read and understood the terms of this agreement and have been given the opportunity to ask questions. For each Visitor who is a minor, the adult Visitor signing on his/her behalf represents and warrants to Storm King that he/she is the legal guardian of that minor and possesses full legal authority to release and waive claims, and to covenant not to sue or disavow this License and Release, on that minor's behalf.

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

WE THE UNDERSIGNED HAVE READ THE LICENCE AND RELEASE AND UNDERSTAND THAT BY SIGNING THIS DOCUMENT WE ARE INDEMNIFYING AND RELEASING STORM KING FROM ANY LIABILITY FOR DAMAGE OR INJURY OCCURING WHILE ON STORM KING PROPERTY.

Name of Visitor

Mobile phone number

Signature of Visitor

Date

Street Address

City, State, Zip / Post Code, Country

Name of Visitor

Mobile phone number

Signature of Visitor

Date

Street Address

City, State, Zip / Post Code, Country

Name of Visitor

Mobile phone number

Signature of Visitor

Date

Street Address

City, State, Zip / Post Code, Country

For Minors (under 18):

For each of the Minors below, the adult Visitor signing on the Minors' behalf represents and warrants that they are the legal guardian of that Minor and possesses full legal authority to release and waive claims on that Minor's behalf. Minors must be under the control of the Visitor named below at all times while on property.

Name of Minor (1)

Name of Minor (2)

Name of Minor (3)

Name of Minor (4)

Street Address of Minors
(if different from Guardian)

City, State, Zip / Post Code, Country

Parent or Guardian Name

Signature Parent or Guardian