

## WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS

**THIS WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS** (this “Waiver”) is made and entered into as of the date set forth on the signature page hereto, by the participant, or the parent or legal guardian of the participant, named on the signature page hereto, in favor of each of (i) Trilith LIVE, LLC, a Delaware limited liability company (“Trilith LIVE”), and (ii) Fayetteville Performing Arts Center at Trilith, a Delaware not for profit corporation (“FPACT”)(collectively, Trilith LIVE, FPACT, and each of their owners, officers, directors, managers, agents, employees, representatives, successors, and assigns shall be referred to as the “Releasees”).

In consideration of being permitted by the Releasees to participate in a tour of the Trilith LIVE facility (the “Activity”) and the intangible value that I will gain therefrom and in recognition of the Releasees’ reliance hereon, I agree to the terms and conditions set forth in this Waiver:

1. Assumption of Risk. I am fully aware of the risks and hazards connected with the Activity I am undertaking. I am aware that the Activity may include the risk of illness, physical injury, psychological injury, pain, suffering, disability, death, property damage, financial loss, or contracting bacterial or viral diseases, including, without limitation, COVID (collectively, “Harm”), and I hereby elect to voluntarily participate in the Activity, knowing that the Activity may be hazardous to myself or my property. I acknowledge that any Harm may result from or be compounded by the actions, omissions, or negligence of the Releasees or others, including equipment failures, negligent emergency response, or negligent rescue operations. I understand that the Releasees cannot guarantee that I will not be injured during participation in the Activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY AND ASSUME ALL RISK FOR ANY HARM THAT I MAY SUSTAIN ARISING OUT OF, RELATED TO, OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, REGARDLESS OF WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, MYSELF, OR A THIRD PARTY, TO THE FULLEST EXTENT ALLOWED BY LAW.

2. Release/Waiver. I HEREBY EXPRESSLY WAIVE FOREVER MY RIGHT TO SUE AND RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS, BOTH KNOWN AND UNKNOWN, AGAINST THE RELEASEES resulting from any Harm I may sustain arising out of, related to, or resulting from my participation in the Activity, regardless of whether caused by the negligence of the Releasees, myself, or a third party, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

3. Indemnification. I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES from any and all losses, damages, liability, deficiencies, claims, demands, judgments, settlements, interest, awards, penalties, fines, costs, actions, causes of action, or expenses of whatever kind, including attorneys’ fees, fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, that the Releasees may incur arising out of, related to, or resulting from my participation in the Activity, regardless of whether caused by the negligence of the Releasees, myself, or a third party, to the fullest extent allowed by law.

4. Representations; Rule Adherence. I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Activity. I represent that I am physically and mentally suitable to participate in the Activity and have no medical condition that would prevent my safe participation. If I have any medical conditions or concerns, I have consulted with a healthcare provider and obtained clearance to participate. I hereby consent to receive any necessary medical treatment resulting from my participation in the Activity and agree to bear all costs associated with such treatment. I hereby release, forever discharge, and hold harmless the Releasees from any claim based on such treatment or other medical services. I agree to follow any instruction or directions given by the Releasees, observe and obey all posted rules and warnings, and comply with all federal, state, and local laws while participating in the Activity.

5. Media Release. I consent and give the Releasees permission to take and create photographs, images, videos, and recordings (the “Media”) of me. I agree to allow, without compensation, my likeness to appear, and to otherwise be used, in material, regardless of media form, for promotional purposes. I hereby grant and convey to the Releasees all right, title, and interest in and to any Media made by, or on behalf of the Releasees, during the Activity, as well as any royalties, proceeds, or other benefits derived therefrom.

6. Complete Agreement; Successors; Binding; Venue; Severability. This Waiver constitutes the entire agreement between the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver. This Waiver shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, executors, and personal representative(s), if I am deceased. The provisions of this Waiver may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all the parties hereto. This Waiver shall be construed in accordance with the laws of the State of Georgia. Any portion of this Waiver deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

By signing this Waiver, I acknowledge and represent that I have read, understand, and fully agree to the terms of this Waiver. I understand that by signing this Waiver I have given up considerable future legal rights. I have signed this Waiver freely, voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional release and waiver of all liability to the fullest extent allowed by law. I am at least eighteen (18) years of age and fully competent. If signing on behalf of a minor, I am the parent or legal guardian of the minor participant named below and I hereby agree that both the minor participant named below and myself shall be bound by the terms and conditions of this Waiver.

Participant Printed Name: \_\_\_\_\_ Parent/Guardian Printed Name (if under 18): \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Parent/Guardian Signature (if under 18): \_\_\_\_\_

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

Participant Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_