

Participant Liability Waiver  
Arts Letters & Numbers: Residency Program  
Averill Park, NY

This This Release and Waiver of Liability (the "Release") is executed on this date by (the "Participant") in favor of Arts Letters & Numbers Inc., which includes its Directors, Board of Directors, Advisory Council, Fellows, team and Karl Becker, Mill Building proprietor, ALN1543llc House proprietor, and all Arts Letters and Numbers entities (collectively,"ALN" in this document). The Participant agrees to volunteer for ALN and engage in the Residency Program & Activities related to being In the Residency Program of Arts Letters & Numbers (the "Residency").The Participant understands that the Residency may include working in and on the construction and the rehabilitation of buildings, working in ALN provided spaces, and living in housing provided for Residency program of ALN.

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ASSUMPTION OF RISK AGREEMENT

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I am participating in the Residency Program held by Arts Letters & Numbers Inc. (ALN) at their complex in Averill Park, NY: Consisting of 'the Mill', located at 1525 Burden Lake Road, 'the House' 1543 Burden Lake Road, 'the Studios' 1548 Burden Lake Road, 'the Twin Houses' Burden Lake Road 1554-1560 and all of the land, grounds and outbuildings of ALN properties. In consideration for the opportunity to participate in this Residency Program, I understand that, as a volunteer, I am not covered by Workers Compensation Insurance, nor does ALN have liability coverage for injury of volunteer Residency Program participants, ALN asks that all Residency program participants voluntarily accept full responsibility for their own safety.

PARTICIPANT NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_  
Emergency Contact Name \_\_\_\_\_ Emergency Contact Phone \_\_\_\_\_  
Relationship to Emergency Contact \_\_\_\_\_

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RELEASE & WAIVER OF LIABILITY

» PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS«

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The Participant hereby freely, voluntarily, and without duress, executes this Release under the following terms:

**RELEASE AND WAIVER** The Participant does hereby release and forever discharge and hold harmless ALN and its successors from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Participant's engagement in the Residency Program with ALN. The Participant understands that this Release discharges ALN from any liability or claim that the Participant may have against ALN with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Participant's participation in the Residency Program with ALN, whether caused by the negligence of ALN or its directors, fellows, team, or otherwise. The Participant also understands that ALN does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**MEDICAL TREATMENT** The Participant does hereby release and forever discharge ALN from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's participation in the Residency Program with ALN.

**ASSUMPTION OF THE RISK** The Participant understands that the Residency Program may include work that may be hazardous to the Participant, including, but not limited to; construction, loading and unloading, and transportation to and from the work sites. The Participant hereby expressly and specifically assumes the risk of injury or harm in the Residency Program and releases ALN from all liability for injury, illness, death, or property damage resulting from the Residency Program.

**DOCUMENTATION RELEASE** The Residency Program participant does hereby grant to ALN the right to present documentation of all work and activities created during the Residency Program. All content; text, photographic images, video or audio recordings, video or audio reproductions, films or motion pictures, radio or television broadcasts and any other reproductions or depictions (all collectively referred to as the "reproductions") of the Residency Program Participant's work and activities, or any part thereof, including, without limitation, pictures and sound of the Participant alone or with other persons through any and all media, whether now known or hereafter discovered. The Participant hereby understands and acknowledges that ALN shall have the right to publish reproductions and otherwise distribute works as a means of promoting the Residency program online and in printed matter.

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PARTICIPANT SIGNATURE \_\_\_\_\_

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I certify that I am 18+ years of age and understand that ALN holds me responsible for myself and my actions in the Residency Program. In agreement, the Participant as undersigned, executes this Release in Averill Park, NY on the date written below.

PARTICIPANT SIGNATURE \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_