

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (the "Agreement")

Event: Radial Park

Event Date: August 19th 2020 through October 4th, 2020

Event Location: 27-50 1st street, Astoria NY 11102

Participant's Name (Please print): _____ (the "Participant")

In consideration for Participant appearing, performing, and/or providing services, at the Event (collectively, "participation"), and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Participant, for himself/herself, and for his/her respective heirs, personal representatives and assigns, agrees as follows:

Assumption of Risk: The undersigned hereby acknowledges and agrees that he/she understands the nature of the Event; that Participant is qualified, in good health, free of illness and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with appearing at, and participating in, the Event, including without limitation the possible exposure to illnesses and diseases; and that, except as expressly set forth herein, he/she, knowingly and voluntarily, accepts, and assumes responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event.

Release and Waiver: The undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Pressplay Talent LLC., its affiliated companies, and their respective owners, directors, officers, employees, agents, attorneys, and other representatives (collectively, the "Releases"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event.

Indemnification and Hold Harmless: The undersigned also hereby agrees to INDEMNIFY, DEFEND AND HOLD the Releases HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event.

Severability: The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Governing Law and Jurisdiction: This Agreement and any dispute(s) arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts located in the State of New York, County of New York with respect to any dispute that may arise out of or in connection with this Agreement, and hereby waive any objection based on lack of personal jurisdiction or inconvenient forum.

Acknowledgment of Understanding: The undersigned has read this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement, and has had the opportunity to ask questions about the same and consult with counsel of his/her choosing. The undersigned fully understands this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledges that he/she is eighteen (18) years of age or older and that he/she is signing this Agreement freely and voluntarily.

Signature of Participant

Date