

RELEASE, RISK ACKNOWLEDGEMENT, AND COVENANT NOT TO SUE

In consideration of Madison Square Park Conservancy (“MSPC”) allowing me to join *Procession of Angels for Radical Love and Unity* on September 7 and/or 20, 2024 (the “Program”), I hereby agree to release & discharge MSPC, the City of New York, and the New York City Department of Parks and Recreation on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

Acknowledgement and Assumption of Risk

I acknowledge and fully understand that I will be engaging in activities that may involve risk of physical or emotional injury, loss of property or damage to property which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others or the conditions of the area in and around the Program or of any equipment or materials used. Participation includes possible exposure to an illness, including but not limited to influenza and COVID-19. While particular measures and personal discipline may reduce this risk, the risk of serious illness and death does exist. Further, I acknowledge that there may be other risks not known or not reasonably foreseeable at this time. The risks may include but are not limited to: latent or apparent defects or conditions of the parks, sidewalks, streets and other locations in which the Program will take place; latent or apparent defects or conditions in equipment, materials or other property utilized in the Program; use of equipment, materials or other property by myself or others; acts of other Program participants, employees, contractors or agents; my own physical condition, acts or omissions; and acts of first aid emergency responders or other services. I expressly agree and promise to accept and assume all the risks that may exist in participating in the Program. My participation is purely voluntary, and I elect to participate in spite of the risks, known and unknown.

Complete Release and Covenant not to Sue

I hereby voluntarily release, forever discharge, and covenant not to sue MSPC, the City of New York, the New York City Department of Parks and Recreation and each of their offices, departments, agencies, commissioners, directors, partners, officers, agents, employees, contractors, successors and assigns (collectively, “Affiliates”) from any and all claims, demands or causes of action which are in any way connected with my participation in this Program or my use of MSPC’s equipment, materials, other property or facilities, including any such claims which allege negligent acts or omissions of MSPC, except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of MSPC.

Image Release

By signing below, I hereby grant permission to MSPC and Affiliates to use images, photos, videos, or other media of myself for archival, curatorial, educational, and publicity purposes, including but not limited to promotion of the Program, MSPC, and tourism in and to the City of New York, through the MSPC, City of New York or other related websites, social media, press releases, and other media outlets.

Name _____ Address _____ Apt. _____

City/State/Zip _____

Email _____ Phone _____

Company/Affiliation _____

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this Program, a court of law may find me to have waived my right to maintain a lawsuit against MSPC on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Name (Print)

Date

Signature