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**RELEASE AND INDEMNITY AGREEMENT**

This release and indemnification is given on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Participant”), to Cincinnati Museum Association DBA Cincinnati Art Museum (referred to herein as “CMA”), concerning Participant’s involvement in the following CMA activity (hereinafter referred to as the “Event”) that is sponsored by CMA:

**DESCRIPTION OF THE EVENT:**

*Invasive* is a design/build project that will culminate in a temple structure situated on the west side of the Cincinnati Art Museum. This temple will be completed to coincide with the opening of the museum exhibition *No Spectators: The Art of Burning Man* in May 2019. The structure will echo the meaning and function of the temple built for Burning Man in the Nevada desert each year – it will be a place of refuge, reflection, remembrance – but it will be designed to reflect the context of its Cincinnati location.

The risks associated with this activity include, but are not limited to: adverse terrain, exposure to weather, heavy lifting, construction activities, working on ladders and scaffolding, injury from building materials and constructions tools.

**RELEASE AND INDEMNIFICATION:**

Participant, in the Participant’s individual capacity, and for Participant’s heirs, executors and assigns, releases CMA, their trustees, officers, employees, and agents from any and all liability for personal injury or property damage which may be suffered by the Participant arising out of or in connection with the participation of the Participant in the above-described Event, and Participant agrees to hold CMA, their trustees, officers, employees, and agents free, clear, and harmless from any and all claims and demands for personal injury or property damage arising out of Participant’s participation in said Event Participant releases CMA from and agrees to indemnify and hold CMA, their trustees, officers, employees, and agents harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending the claims and demands, for injury or damage to the person or property of Participant or any other party arising out of Participant’s participation in the Event, INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF CINCINNATI MUSEUM ASSOCIATION, its TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS, as well as claims based on the conduct of the CMA, their trustees, officers, employees, and agents.

Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Cell Phone: