ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM
MOCA Cleveland

I hereby assume all of the risks associated with my voluntary participation in the following activity: entering the Cozad-Bates House, 11508, Mayfield Road, Cleveland, Ohio 44106, in order to attend And In My Dream I was Rolling On the Floor, a sound installation and performance.

My assumption of risk includes any unlimited risks that may arise from: negligence or carelessness on behalf of MOCA Cleveland, from dangerous or defective equipment or property owned, maintained, or controlled by MOCA Cleveland, or from MOCA Cleveland’s possible liability without fault. Because I assume all risks in attending this event at the Cozad-Bates House, I release MOCA Cleveland from any and all liability.

I certify that I am physically able to participate in this activity/event and have not been advised otherwise by a qualified medical professional. Therefore, I certify that there are no health-related reasons or problems that would preclude my participation in this activity/event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by MOCA Cleveland, and that it will govern my actions and responsibilities at this activity/event.

In consideration of my voluntary participation in this activity/event, I hereby take action for myself, as well as my executors, administrators, heirs, next of kin, successors, and assignees, as follows:

(A) I waive, release, and discharge MOCA Cleveland from any and all liability, including unlimited liability arising from the negligence or fault of MOCA Cleveland and/or its directors, officers, employees, volunteers, representatives, agents, and activity/event holders, sponsors, or volunteers, for my death, disability, personal injury, property damage, property theft, or other actions of any kind that may affect me during my travel to and from and my participation in this activity/event.

(B) I hold MOCA Cleveland and/or its directors, officers, employees, volunteers, representatives, agents, and activity/event holders, sponsors, or volunteers harmless from any and all liabilities or negligence or claims made as a result of my participation in this activity/event. I also acknowledge that MOCA Cleveland and its directors, officers, volunteers, representatives, and agents are not responsible for their errors, omissions, acts, or failures to act in conducting a specific activity/event.

This Accident Waiver and Release of Liability Form shall be construed broadly in order to provide a release and waiver to the maximum extent permissible under the applicable law of the state of Ohio.

I certify that I have read and fully understood this Accident Waiver and Release of Liability Form and its contents. I am further aware that this form is a contract and that I am signing it out of my own free will.

__________________________________________________         ____________
Signature                                                                              Date

__________________________________________________
If under 18, Signature of Parent or Guardian

__________________________________________________
Printed Name
UNIVERSITY CIRCLE INC./COZAD-BATES HOUSE
WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY. LEGAL RIGHTS ARE BEING WAIVED.

As consideration for attending the Cleveland’s Museum of Contemporary Art (hereinafter referred to as “MOCA”) guest artist (hereinafter referred to as “Artist”) event April 12, 2014 at the Cozad-Bates House, which is owned by University Circle Inc. (hereinafter referred to as "UCI") at 11508 Mayfield Road, Cleveland OH, the undersigned below acknowledge, understand, and agree to the following:

1. The Undersigned acknowledge and understand that the event proposed involves activity within and around the antique structure known as the Cozad-Bates House such as climbing steep stairs, entering areas with low head clearance, walking on irregular floors, and entry into confined or dark areas.

2. The Undersigned acknowledge and understand that the House currently is under reconstruction, and that there are known and unknown risks associated with participation including, but not limited to, all of the following physical risks:
   a. steep staircases with or without adequate railings;
   b. protruding nails, screws and other objects;
   c. uneven, soft, or gravel flooring;
   d. uncovered holes in flooring in excess of 4" in diameter;
   e. limited lighting, included boarded-up windows;
   f. heavy objects leaning against walls;
   g. dry and highly flammable materials;
   h. no toilet facilities or running water;
   i. low ceiling clearances;
   j. limited electric voltage/amperage
   k. Other risks associated with entering an aging home without an occupancy permit.

3. The Undersigned understand the nature of the risks involved with attendance. The Undersigned willingly assumes the above risks associated with attendance.

4. The Undersigned agree to and shall comply with all stated and customary terms, posted safety signs, caution tape, rules, and verbal instructions as conditions for use of the house, including but not limited to:
   a. No smoking or open flame of any kind;
   b. No alcohol or controlled substances allowed on the premises;
   c. No guests or visitors are permitted in the house without signing this waiver, release, hold harmless and indemnification agreement;
   d. No person associated with this activity will proceed any higher than the 2nd floor of the House. THE STAIRS AND FLOORS ABOVE THAT LEVEL ARE UNSAFE!
   e. Adhering to the requests and instructions concerning access to and use of the Cozad-Bates House by any UCI or University Circle Police Department representatives.

5. Attendee, heirs, representatives, and next of kin (hereinafter referred to as “RELEASORS”) agree to hold harmless and indemnify UCI, the Cozad-Bates House, and/or their predecessors, subsidiaries and affiliates, officers and employees (hereinafter referred to as “RELEASEES”) from liability for any and all injuries or damages to self or property associated with entry onto the premises or into the House. RELEASEES additionally agree to indemnify RELEASEES against any defense cost or expense arising from any and all claims, injuries, liabilities, or damages to self or personal property from participation.

6. Attendee, heirs, representatives, and next of kin (hereinafter referred to as “RELEASORS”) agree to pay for any damages that are incurred to the Cozad-Bates House, yard and lot that are caused by the permitted activity, upon demand by UCI.

7. I am legally authorized and competent to read and understand this Waiver, Release, Hold Harmless, and Indemnification Agreement. I understand that I have waived legal rights by signing it, and hereby execute this agreement without coercion and for good consideration.

___________________________________  _____________________________________
Attendee (printed name)     Attendee (signature, date)