

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Release") serves as a waiver of liability against South Florida Art Center d/b/a Oolite Arts (the "Company"). In consideration of being allowed to use the space at 924 Lincoln Road Miami Beach, Florida 33139 (the "Space"), I hereby make the representations set forth below:

1. **Use of the Space.** I desire to use the Space, and any equipment and facilities at the Space. I understand that my use of the Space is voluntary and it is my responsibility to take proper precautions to minimize the risk of injury to myself and others.

2. **Release.** As consideration for being permitted to use the Space, I hereby agree to release the Company, its officers, directors, insurers, associates, agents, staff, employees, affiliates, subsidiaries, successors and assigns (collectively referred to as the "Released Parties"). I agree that I will not make a claim against, sue, or attach the property of the Released Parties on account of injury or damage, resulting from the negligence or other acts or omissions by any of the Released Parties, as a result of my use of the Space in any capacity. I hereby release the Released Parties from all actions, claims, or demands that I now have or may hereafter have for injury, death or damage resulting, directly or indirectly, from my use of the Space. This Release shall be binding on my heirs, successors, executors, administrators, and assigns.

3. **Released Parties' Disclaimer of Liability.** I hereby acknowledge and agree that the Released Parties assume no responsibility for and hereby disclaim any liability for damage or injury that may be caused by my negligence or willful acts or omissions related to my use of the Space, or for any liability for damage or injury caused by the negligence or intentional acts or omissions of any other person using the Space.

4. **Indemnification.** I agree that if despite signing this Release, I or anyone on my behalf makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage, or cost that may occur as the result of such claim.

5. **Terms of Use.** I agree to comply with all rules imposed by the Company regarding the use of the Space's facilities, and that I am not permitted to bring guests. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using the Space in a manner inconsistent with its intended design and purpose. I understand and agree that the Company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises of the Space.

6. **Assumption of the Risk/COVID-19.** COVID-19, the illness caused by the novel coronavirus, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, but may be spread by other means. As a result, federal, state, and local governments and federal and state health agencies have recommended social distancing and have, in many locations, issued "shelter-in-place" and similar orders prohibiting the congregation of groups of people. The Company has been and is taking preventative measures to reduce the spread of COVID-19. However, the Company cannot guarantee that I will not become infected with the novel coronavirus or become sick with COVID-19 after entering or using the Space. Further, I recognize that entering the Space may increase the risk of contracting COVID-19 for me. By signing this Release, I acknowledge the contagious nature of the novel coronavirus and COVID-19 and voluntarily assume the risk that I may be exposed to or infected by the novel coronavirus by entering and using the Space and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I further acknowledge and voluntarily assume all of the risk of becoming exposed to or infected by the novel coronavirus by entering or using the Space. I hereby release the Released Parties from any and all liability, claims, demands, actions, and causes of action, arising out of or related to any loss, damage or injury, including death, which I may sustain while using the Space, including those that may result from the actions, omissions, or negligence of the Released Parties. To the fullest extent allowed by law, I voluntarily assume all risk of novel coronavirus and COVID-19 related injuries, however caused, even if allegedly caused in whole or in part by the action, inaction, or negligence of the Released Parties.

7. **Severability.** If any provision of this Release is held to be invalid, illegal, or unenforceable, such provision shall not affect any other provision, and this Release shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained therein.

8. **Governing Law.** This Release shall be governed by the laws of the State of Florida, and the venue for any action arising out of or related to the enforcement of this Release shall be in Miami-Dade County, Florida.

**I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE COMPANY, IN WHICH I AM GIVING UP SUBSTANTIAL RIGHTS, AND SIGN IT OF MY OWN FREE WILL.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_