

WAIVER AND RELEASE OF LIABILITY

I, the undersigned, intend to experience the artwork, Light Reignfall (the “Work”) at the Los Angeles County Museum of Art (the “Museum”), during its exhibition from March 27, 2017 to January 21, 2018. I agree that my experience of the Work is subject to the following terms and conditions:

1. Age of Majority. I affirm that I am 18 years of age or older and legally competent to be bound by each of the terms and conditions in this Waiver and Release of Liability (the “Agreement”).
2. Nature of the Work. I understand that the Work is one of the artist’s Perceptual Cells—freestanding enclosed structures that provide an immersive experience for one viewer at a time. An individual wears special headphones and lies down on a narrow bed that slides into the spherical chamber; inside, a program of saturated light (of either 11 or 19 minutes per my reservation) envelops the viewer.
3. Fitness and Responsible Behavior. I represent that I am not under the influence of alcohol, drugs or medications that would alter my senses or judgment, and not aware of any physical, emotional, or other condition such as claustrophobia, a heart condition, back condition, history of seizures and/or sensitivity toward flashing lights that would create a hazard to me as a result of my experiencing the Work. I represent that I am physically fit and able to undertake conditions involved in experiencing the Work. I agree that, during my experience of the Work, I will act responsibly.
4. Insurance. I acknowledge that health insurance coverage is my own sole responsibility and hereby release the Artist, James Turrell, Museum Associates and the County of Los Angeles and each of their respective trustees, supervisors, directors, officers, consultants, employees, independent contractors, agents, representatives, assigns and heirs (collectively, the “Releasees”) from any obligation to provide insurance coverage for me in connection with, or arising out of, the Work.
5. Acknowledgment of the Risks Inherent in the Work. I acknowledge that the Work has been known to cause epileptic seizures and that my experiencing the Work may result in serious injury, including without limitation partial or total disability, paralysis, death, and/or severe social and economic losses.
6. Assumption of All Risks. Notwithstanding the serious risks and dangers inherent in my experiencing the Work, I choose to participate and expressly and voluntarily assume all risks in connection with or arising out of my experiencing the Work. I acknowledge there may be other risks not known to me or not reasonably foreseeable at this time and I assume these unknown and unforeseen risks as well, hereby waiving any and all rights and benefits conferred by any statute, regulation, or principle of common law or civil law of the United States, of any state, commonwealth, territory, or other jurisdiction thereof, or of any foreign country or other foreign jurisdiction which is similar, comparable, or equivalent to Section 1542 of the California Civil Code which provides as follows:

SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

7. Release of Liability. I, on behalf of myself, my personal representatives, assigns and heirs, hereby release, discharge and covenant not to sue or make any claim against, any of the Releasees and hereby waive any and all claims against the Releasees for any actions, demands, losses, damages, costs, or expenses in connection with, arising out of, or related to my experiencing the Work, including, without limitation, the negligence of any of the Releasees as it relates to the Work or my experience therein.

8. Emergency Medical Care. I hereby authorize and consent to emergency medical care and transportation to obtain treatment in case of injury, as Museum may deem appropriate. I expressly agree to be financially responsible for such care. The release of Releasees' liability in this Agreement extends to any liability arising out of or in any way connected with any such medical treatment and transportation I receive or any failure to provide such treatment or transportation, or which arises out of my experiencing the Work.

9. Invalidity. I expressly agree that the terms of this Agreement are intended to be as broad and inclusive as is permitted under the laws of the state of California. If any portion of this Agreement shall be held invalid, illegal or unenforceable to any extent and for any reason by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE RULES AND REGULATIONS PROVIDED WHEN I MADE MY BOOKING TO EXPERIENCE THIS WORK. I AM AWARE THAT I MAY HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL AND HAVE DONE SO TO THE EXTENT I CONSIDER NECESSARY OR ADVISABLE. BY SIGNING THIS AGREEMENT, I REPRESENT THAT I KNOW WHAT I AM DOING, I TAKE COMPLETE RESPONSIBILITY FOR MY OWN ACTIONS, I AGREE TO EACH AND EVERY ONE OF ITS TERMS, AND I WAIVE SUBSTANTIAL LEGAL RIGHTS AS DESCRIBED HEREIN.

Date: _____

Signature

Name

Address

Day/Evening Telephone

Emergency Contact

Emergency Telephone