

**TITANIC'S END VOLUNTEER
RELEASE OF LIABILITY, ASSUMPTION OF RISK
AND CONFIDENTIALITY AGREEMENT**

The individual named below (referred to as “I” or “me”) desires to participate as a volunteer in an activity that involves the operation of vehicles, various types of machinery and other dangerous equipment to build or maintain an art car known as Titanic’s End (the “**Activity**”), sponsored by Big Arts Organization, Inc., a Delaware non-profit corporation, with offices located at 1517 North Point St #340, San Francisco, California 94123 (“**Big Arts Organization**”), which Activity may take place on property owned by Mechanical Icebergs, LLC, a Delaware corporation, with offices located at 2261 Market Street #311, San Francisco, California 94114 (“**Mechanical Icebergs**”). Big Arts Organization, Mechanical Icebergs and I may each be referred to as a “Party” and collectively as the “Parties” to this Release of Liability, Assumption of Risk and Confidentiality Agreement (“the Agreement”)

The Activity will be a collaborative effort of volunteers and friends. In consideration of being permitted by Big Arts Organization and/or Mechanical Icebergs to participate in the Activity and the intangible value that I will gain by participating in the Activity and in recognition of Big Arts Organization’s and Mechanical Icebergs’ reliance hereon, I agree to all the terms and conditions set forth in this Agreement.

I hereby irrevocably and unconditionally agree for myself, my personal representatives, spouse, successors and assigns, heirs, and next of kin, as follows:

1. ASSUMPTION OF RISK. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF BIG ARTS ORGANIZATION OR MECHANICAL ICEBERGS, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF BIG ARTS ORGANIZATION OR MECHANICAL ICEBERGS . NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF BIG ARTS ORGANIZATION OR MECHANICAL ICEBERGS OR OTHERWISE.

2. WAIVER AND RELEASE FROM LIABILITY. I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against Big Arts Organization and its officers, directors, managers, employees, agents, affiliates, shareholders, members, successors, volunteers, and assigns, and against Mechanical Icebergs and its officers, directors, managers, employees, agents, affiliates, shareholders, members, successors, volunteers, and assigns (collectively, “Releasees**”), arising out of or attributable to the Activity, whether arising out of the ordinary negligence of Big Arts Organization or Mechanical Icebergs or any other Releasees or otherwise. I forever release and discharge Big**

Arts Organization and Mechanical Icebergs and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement. I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to the Activity, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. **INDEMNITY.** I shall defend, indemnify, and hold harmless Big Arts Organization, Mechanical Icebergs, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against Big Arts Organization or Mechanical Icebergs or any other Releasees in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my participation in the Activity, including any claims arising out of my own negligence, ^{but excluding} the ordinary negligence of Big Arts Organization or Mechanical Icebergs or any other Releasees.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Big Arts Organization or Mechanical Icebergs or any other Releasee, or join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Big Arts Organization or Mechanical Icebergs or any other Releasee responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Activity, even if it is due to the ordinary negligence, injudicious act, omission, or other fault of Big Arts Organization or Mechanical Icebergs or any other Releasee.

5. **MEDICAL EXPENSES.** I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

6. **REPRESENTATIONS.** If I am signing this agreement on behalf of myself, I represent that I am over twenty-one (21) years of age and I have a valid driver's license that was issued to me more than five (5) years ago. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to drive or ride in a vehicle or

operate any machinery or other equipment or otherwise participate in the Activity. I have never been refused automobile insurance coverage or had special conditions imposed. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. If I am signing this agreement on behalf of a minor child, I represent that the Child will has no physical limitations that would prevent the Child from participating in the Activity and that the Child will not operate any vehicle, machinery, or other equipment and will be accompanied and supervised by a parent, guardian, or other responsible adult at all times.

7. **AGREEMENT TO FOLLOW DIRECTIONS.** I will follow any and all instructions, recommendations, and cautions of Big Arts Organization or Mechanical Icebergs or their representatives at all times during the Activity, including, without limitation, in respect of my operation of any vehicle or other machinery or equipment at the Activity or other participation in the Activity. I will comply with all Applicable Laws while participating in the Activity. I will operate all vehicles, machinery, or other equipment at the Activity in a safe manner and will observe all traffic laws. I will not operate or be a passenger in any vehicle or machinery or other equipment at the Activity while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which could impair my ability to operate or ride in a vehicle, machinery or other equipment.

8. **CONFIDENTIALITY.** I understand that my participation in the Activity is sensitive and agree not to disclose any information regarding the Activity except to my attorneys, accountants, tax consultants, and other advisors who are bound by an obligation of confidentiality, or as otherwise may be permitted or required by law. In the event I or my counsel believe either is compelled to provide or disclose information described in this Agreement, I or my counsel (as applicable) will provide written notice prior to any action, via email, to eddie@bigbigbig.org, no later than ten (10) business days before the required production or disclosure. This Agreement shall not be filed with any court and shall remain forever confidential, except in an action for breach or enforcement of this Agreement, provided that if I assert an action for breach or enforcement of this Agreement, I shall nevertheless maintain such confidentiality by whatever means necessary, including but not limited to, submitting this Agreement to a court under confidential seal.

9. **NONDISPARAGEMENT.** I further agree not to make or cause to be made derogatory or disparaging statements about Big Arts Organization, Mechanical Icebergs, or any of the other Releasees, nor will I make any public statement or statements to the media or, directly or indirectly, provide information of any kind, whether written or non-written, to, or otherwise collaborate in any way in the taking of any action with, any third party concerning Big Arts Organization, Mechanical Icebergs, or any of the other Releasees without obtaining the advance written approval of Big Arts Organization and Mechanical Icebergs. Nothing in this Agreement will prohibit the Parties from responding to compelled process of law or from communicating with any government entity.

9. **MISCELLANEOUS.** This Agreement constitutes the sole and entire agreement of Big Arts Organization, Mechanical Icebergs, all other Releasees and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject

matter. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Big Arts Organization, Mechanical Icebergs, all other Releasees, and me and our respective heirs, successors, and assigns. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any dispute arising under this Agreement shall be resolved exclusively by binding arbitration in San Francisco, California, before a sole arbitrator under the then-current rules of JAMS.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BIG ARTS ORGANIZATION AND MECHANICAL ICEBERGS FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE ACTIVITY.

Signed: _____

Printed Name:
Jeff Vyduna

Address: _____

88 Madrone Ave
San Francisco, CA 94127
Date: 2/18/22

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Assumption of Risk.

Name of Child: _____

Signed: _____

Printed Name of First Parent or Legal
Guardian: _____

Address: _____

Date: _____

Signed: _____

Printed Name of Second Parent or Legal
Guardian: _____

Address: _____

Date: _____

