



Celebrating 20 years in 2025: performance, video, sound and site

## LIABILITY WAIVER, CONSENT AND NOTICE OF WORKING ARTIST USE

### Description of program:

- ▷ The MilkBar, led by Mary Armentrout and Ian Winters, a fiscally sponsored project of Dancers Group, ("MilkBar") is a space for professional rehearsal and development of live art at the intersections of dance, performance, media, technology, music, video, and related embodied or site-specific art practices, training, and rehearsal. As part of its program, MilkBar offers artists working in these forms, affordable artist friendly access to our rehearsal and production space (collectively "Live Art Making").
- ▷ It's important that we stay safe while participating in Live art making at our studio at 241 A South St., Richmond CA 94804 ("Studio"). You understand that participation in the activities of live arts practice including dance, theater, physical performance, music and video rehearsals, classes, instruction, or performance is not completely free from risks. The Studio is intended for use by trained artists, performers and technicians in the course of their professional practice, and may have hazards not suitable for untrained users, the general public, or persons under the age of 16.
- ▷ This Participation and Liability Waiver Agreement ("Agreement") explains possible risks of engaging in Live Art Making at the Studio, and includes liability waivers, consents, and other legal agreements on your part.

In consideration of my usage of the Studio, I hereby acknowledge and agree to the following on behalf of myself:

### Working Artist Usage:

- ▷ The MilkBar Studio is intended for use by persons knowledgeable and trained in Live Art and/or somatics practices such as performance, choreography/dance, theatrical, musical, and video production. By renting the space I certify that I have the appropriate physical and professional technical skills to safely lead and/or participate in the activities I have planned or plan to participate in. I agree that I am solely responsible for any training required.
- ▷ Use of our power tools, shop area, grid, ladders, hanging lights, private networks or other technical activities involves substantial physical risks of injury and is not permitted unless specifically authorized by the Milkbar and you are (or are accompanied by) a MilkBar approved technician.
- ▷ As an active working space, the Studio may present hazards to unaccompanied minors and is not intended for use by persons under the age of 16, unless accompanied and supervised by a parent or guardian.

### Risk Associated with Live Art Making:

Some methods of Live Art Making such as dance, physical performance, video production, theater & video technical work, yoga, Feldenkrais, pilates, and other activities or rehearsals can involve sustained and vigorous physical activity.



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- ▷ I understand that I and any co-renters are solely responsible for the conduct of our rehearsal, production or live art making activities and the MilkBar has no responsibility for the conduct of the rehearsal or rental.
- ▷ I/we understand that we have sole responsibility for ensuring appropriate professional standards of personal conduct, physical and emotional safety of the participants in my/our rehearsal or production activities including maintaining a physically safe and emotionally respectful, supportive artmaking environment.
- ▷ I understand that I may engage in bending, twisting, leaping, falling, and repetitive movements, as well as physical contact with other persons all of which place meaningful demands on the human body. I may be using fitness equipment, engaged in strenuous endurance activity or lifting/moving of heavy equipment such as lighting, speakers, sets, stands.
- ▷ As such, I understand that participation in Live Art Making creates risks, and that these risks include risks of bodily injury (such as fractures, concussions, strains, and ligament tears), cardiac events, property damage, and death. I understand that risks may be inherent in Live Art Making, such as physical movement, exposure to noise, exposure to infectious disease through close contact with other people including people dancing, sweating, or engaging in dance, theater production, physical training and fitness activities. I also understand that my own fitness and conditioning may affect my ability to engage in Live Art Making.
- ▷ I understand that such risks may also arise from my own actions or from the actions of others at or near the Studio or encountered while traveling to or from the Studio.
- ▷ In addition to physical risk, Live Art practices can involve physical and emotional risks including close physical contact and work with emotionally charged content. As part of working with other participants in ways that may involve emotional risks, and close physical contact I understand that it is my responsibility to ensure the consent of all parties prior to my actions.

## **Awareness and Assumption of Risk**

I understand the information above, and confirm and acknowledge that these are risks associated with participation in a Live Art making rental at the MilkBar. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) rent space for Live Art making; (b) participate in my own or others rehearsal or productions of live art making; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at the Studio or at other locations, that may result, directly or indirectly, from my participation in Live Art making, regardless of the cause.

## **Liability Waiver and Release**

I, on behalf of myself, my heirs, successors and assigns, hereby forever and irrevocably release, waive, relinquish, and discharge MilkBar and its directors,



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officers, contractors, agents, representatives, employees, volunteers, and successors and assigns, and affiliates (collectively "MilkBar Parties") from any and all claims, demands, liabilities, responsibilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively "Damages") caused by or arising directly or indirectly from my participation in space rentals or other Live Art making activities, including, without limitation, any Damages (a) related to any exposure to or infection by COVID-19 (including any personal injury, disability, death or other loss or liability related thereto) and (b) based on the actions, omissions, or negligence of Center or the other Released Parties (collectively, the "Released Claims").

This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Client Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code.

## **Medical Condition**

I understand that I am solely responsible for knowing my own physical condition and making my own decision about participation, and acknowledge that Client has not made any promises or assurances to me about my ability to participate. I understand that I am responsible for determining my own ability and skills in any Live Art making activity and monitoring my level of participation. I confirm that I have received all medical examinations necessary to take part in Live Art production or making. It is my responsibility to talk to a medical practitioner if I have any questions or health concerns about participating in Live Art making, rehearsals or productions.

## **Medical Care Consent**

I authorize MilkBar to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt during my rental or participation in Live Art making activity, in the event I am unable to consent to care. I also understand that my use of the space may be private, and during rehearsal no one from the MilkBar will be onsite to assist if I am injured. I understand that I am solely responsible for any costs related to my medical treatment and transport. I understand that MilkBar does not provide health, medical, disability, or other insurance coverage for me nor guarantee the availability of first aid.

## **Applicable until revoked**

This Agreement will cover my participation in individual rental rehearsals as well as all other activities at the Studio until revoked.



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## General Provisions

If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining terms will be effective. This agreement will be governed by California law.

In the event of a dispute of any provisions of this agreement the undersigned and the MilkBar agree to attempt to resolution of the dispute through the services of the Arts Mediation and Arbitration Program of the California Lawyers for the Arts.

## AGREEMENT

I affirm that I am of legal age and have the right to contract in my own name, and am freely signing this Agreement or if under legal age the signature below is of my legal guardian. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and/or remedies that may be available to me.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_

Consent of Legal Guardian if signatory above is under 18

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PHONE: \_\_\_\_\_