

# RELEASE FOR PARTICIPATION IN THE CONEFUSION SAFE SPACE ART SHOW

## LIABILITY



## WAIVER

I, \_\_\_\_\_ (hereafter known as "The Participant"), acknowledge that I am voluntarily participating in **The Conestruction Show** (aka "The Activity"), hosted by Cone and Gallery 1313, located at 1313 Queen Street West (the "Releasee"). By entering The Conestruction Show Safe Room, I knowingly expose myself to various hazards, including, but not limited to, artistic confusion, personal injury, psychological unraveling, bodily harm, and possible death.

In consideration for being allowed to participate in The Activity, I legally, irrevocably, and with full recognition of my questionable decision-making skills, agree to the following:

**1. General Release of Claims:**

I, The Participant, do hereby release and forever discharge Cone, Gallery 1313, and all their employees, partners, shareholders, baristas, distant relatives, and random passersby (collectively, the "Released Parties") from any and all claims, known or unknown, arising out of my participation in this event. Whether I trip over a thought-provoking sculpture or get emotionally sucker-punched by a particularly conceptual installation, it's all on me. Even if the injury is caused by negligence on their part, I'm still waving goodbye to any lawsuits.

**2. Hazardous Conditions Acknowledgment:**

I understand that art is dangerous—whether it's sharp edges on sculptures, trip hazards posed by avant-garde performance artists, or the risky business of *interpreting* abstract expressionism. There might also be the occasional hazardous material lurking in the gallery. No matter what happens—whether I inhale glitter dust or trip over an overly enthusiastic interpretive dancer—I waive my right to claim anything more than a bruised ego.

**3. Assumption of Risk:**

I, The Participant, voluntarily assume all risks, including but not limited to bodily injury, emotional confusion, loss of dignity, or a complete crisis of confidence in my understanding of art. No matter what happens in, on, or around the gallery, it's my problem, not Cone's.

**4. No Insurance Coverage Provided:**

I understand that Cone doesn't provide any medical, health, or disability insurance. If I decide to twist an ankle doing an impromptu interpretive dance or faint from intellectual overload, it's on me to have insurance in place. If I forgot my insurance, well, I guess I'll just hope the gallery's first aid kit isn't too far out of date.

**5. Waiver of First Aid Claims:**

Should I require first aid or medical assistance (which, let's face it, could be *artistic* CPR in the form of deep breathing exercises), I release Cone and Gallery 1313 from any liability. Whether it's a Band-Aid slapped on a clearly broken bone or someone just telling me "You'll be fine," I cannot sue if things go south from there.

**6. Full Assumption of Catastrophic Risks:**

I acknowledge the possibility of severe consequences: disfigurement, psychological upheaval, and/or existential dread. Even if I experience temporary paralysis from trying to interpret too much abstract art at

once, I'm waiving my right to legal action. This applies indefinitely, even if I'm still reeling from the show months from now.

**7. Indemnification:**

I agree to indemnify Cone and Gallery 1313 from any legal claims, including those made by others who might be emotionally scarred from witnessing my experience (or physical injury). This includes any damages and attorney fees. If I somehow knock over a priceless work of art, cause a chain reaction of mayhem, or cause someone else's existential crisis, that's on me.

**8. Gross Negligence or Willful Misconduct:**

If Cone or Gallery 1313 does something so ridiculously reckless (like intentionally pushing me into harm's way for "the sake of art") this waiver does also cover that.

**9. Structural Collapses or Outlandish Risks:**

If the ceiling collapses because of bad building maintenance or something equally unrelated to art (e.g., a freak sinkhole swallows the gallery), but I was in the gallery at that time, I will assume all fault. While I assume most art-related risks, I will also assume all risks such as acts of nature, poor construction, or wildly unpredictable events.

**10. Criminal Activity or Violence by Third Parties:**

Should someone decide to commit a crime or engage in violent behavior in the gallery, whether it's an unruly visitor or a rogue performance artist going too far, I understand this waiver releases the Gallery and Cone from all responsibility regardless of whether they managed to handle the situation appropriately.

**11. Minors' Rights and Waivers:**

If I brought a child to the Activity, I acknowledge that minors can pursue claims against me.

**12. Defective Art Equipment:**

If any equipment in the gallery (like a giant mobile made of chainsaws) turns out to be defective and directly causes me harm, this waiver protects the Gallery and Cone from product liability claims.

**13. Unclear Consent or Coercion:**

If I was tricked into signing this waiver without understanding what I was getting into, or if I was coerced into participating in The Conestruction Show by promises of free wine, I understand this waiver still can not be challenged. But I assure you, I'm signing this of my own free will (and totally not for the free wine).

**In Conclusion:** I fully understand that I'm giving up my right to sue over everything that could happen to me in the Gallery. This includes bodily harm, hurt feelings, and spiritual crises. Should I decide to participate, I will do so at my own risk, forever relinquishing my right to legal representation.

This release is binding upon my legal representatives, heirs, and assigns. IT IS AGREED.

**Undersigned:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: October 10th, 2024