

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

Writing Workshop Hosted by Punks & Pinstripes

Hanover House | 17 Hanover Place, Brooklyn, NY

This Participant Waiver and Release of Liability (this "**Agreement**") is entered into as of the date signed below by the undersigned participant ("**Participant**"), in connection with the writing workshop program offered by Punks & Pinstripes ("**Punks & Pinstripes**") at Hanover House, located at 17 Hanover Place, Brooklyn, New York (the "**Building**"). The Building is owned and/or operated by Hanover Tower Owner LLC and their respective affiliates, agents, officers, members, managers, directors, and employees (collectively, "**Owner**").

In consideration of being permitted to participate in the writing workshop and any related activities hosted at or in connection with the Building (collectively, the "**Program**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant agrees as follows:

1. Assumption of Risk

Participant acknowledges and understands that participation in the Program involves inherent risks, including but not limited to personal injury, property damage, and other losses that may result from participation in the Program or presence on the Building premises. Participant voluntarily assumes all such risks, known and unknown, arising from or related to participation in the Program.

2. Release of Liability

To the maximum extent permitted by applicable law, Participant, on behalf of him/herself and his/her heirs, executors, administrators, legal representatives, and assigns, hereby irrevocably releases, waives, discharges, and covenants not to sue Owner, Punks & Pinstripes, the building management company, and each of their respective partners, affiliates, subsidiaries, officers, members, managers, agents, directors, employees, successors, and assigns (collectively, "**Released Parties**") from any and all claims, demands, damages, losses, liabilities, costs, and expenses of any kind or nature whatsoever, whether known or unknown, arising out of or in connection with Participant's participation in the Program or presence on the Building premises, including but not limited to claims arising from the Released Parties' own negligence, to the extent permitted by law.

3. Indemnification and Hold Harmless

Participant shall indemnify, defend, and hold harmless Owner and all Released Parties from and against any and all liability, damage, loss, claims, demands, actions, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) of any nature whatsoever that arise out of or are connected with, or are claimed to arise out of or be connected with: (a) Participant's participation in the Program; (b) any act or omission of Participant while on the Building premises or in the vicinity thereof; (c) any injury, illness, or property damage sustained by Participant or caused by Participant during the Program; or (d) any breach of this Agreement by Participant.

The obligations set forth in this Section shall survive the termination or expiration of this Agreement and shall not be limited by the provisions of any Workers' Compensation or similar law.

4. Rules and Regulations

Participant agrees to abide by all rules and regulations of the Building, as well as any guidelines established by Punks & Pinstripes in connection with the Program. In the event of any violation of such rules and regulations, Participant shall be responsible for any and all resulting liability, damage, loss, claims, demands, and actions (including reasonable attorneys' fees) arising from such violation.

5. Medical Emergencies

In the event of a medical emergency or injury during the Program, Participant authorizes Owner and Punks & Pinstripes to seek or arrange for emergency medical treatment on Participant's behalf. Participant acknowledges and agrees that Owner and Punks & Pinstripes shall have no obligation or liability with respect to medical treatment or expenses incurred in connection therewith.

6. Photography and Media

Participant acknowledges that photography or video recording may occur during the Program and consents to Owner's and Punks & Pinstripes' use of any images or recordings in which Participant appears for promotional or informational purposes, without compensation to Participant.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. The parties designate the State and County of New York as the venue for any judicial action or proceeding arising hereunder. Participant waives, to the fullest extent permitted by law, any right to a trial by jury in connection with any dispute arising out of or related to this Agreement.

8. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement shall otherwise remain in full force and effect.

9. Acknowledgment

By signing below, Participant acknowledges that he/she has read and fully understands this Agreement, has had the opportunity to seek independent legal counsel, and agrees to be bound by its terms voluntarily and without duress. Participant further represents that he/she is at least

18 years of age or, if under 18, that a parent or legal guardian has executed this Agreement on Participant's behalf.

PARTICIPANT:

Full Name (Print): _____

Signature: _____

Date: _____

Email Address: _____

Phone Number: _____

☐ Hanover House Resident ☐ Punks & Pinstripes Member ☐ Guest / Friend of Punks & Pinstripes

IF PARTICIPANT IS UNDER 18 YEARS OF AGE — PARENT / LEGAL GUARDIAN CONSENT:

I, the undersigned parent or legal guardian of the minor named above, hereby consent to the minor's participation in the Program and agree to be bound by the terms of this Agreement on behalf of the minor and myself.

Parent / Guardian Name (Print): _____

Signature: _____

Relationship to Minor: _____

Date: _____

ACKNOWLEDGED AND AGREED ON BEHALF OF OWNER:

Hanover Tower Owner LLC

Name (Print): _____

Signature: _____

Title: _____

Date: _____

FOR INTERNAL USE ONLY:

Program Date: _____

Collected By: _____