

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This Participant Agreement and Release of Liability and Assumption of Risk (the "Agreement") must be signed by all participants in the Museum of Fine Arts, Houston's ("MFAH") self-guided walk on the pathway (the "Pathway Walk") within Mike + Doug Starn: Big Bambú: This Thing Called Life (the "Exhibition") prior to participation in the Pathway Walk of the Exhibition.

In consideration of the services of MFAH, I, an adult participant over the age of 18 years, and/or the minor(s) for whom I am the parent or legal guardian (collectively referred to as "I", "me", or "my") acknowledge and agree as follows:

1. **ACTIVITIES:** This Agreement applies to the Exhibition and the Pathway Walk thereof. Activities include but are not limited to the following: walking on and within the Exhibition. I understand that in order to participate in the Pathway Walk and interact with the Exhibition, I must read and sign this Agreement, and agree to the provisions herein.
2. **ASSUMPTION OF RISK:** I recognize and understand that there are risks, hazards, and dangers in participating in the Pathway Walk and interacting with the Exhibition, inherent and otherwise, and that participation and interaction could result in injury or death, or damage to myself, property, or third parties. The risks involved in such participation and interaction include, but are not limited to: (a) hazards in moving in, about, and around the Exhibition; (b) falling, tripping, or slipping; (c) collision with objects, people, or structures; (d) the condition of the Exhibition (including, but not limited to, uneven walking surfaces, stairs, inclines and handrails, and conditions resulting from the conduct, including negligent conduct, of other participants, visitors, and staff); (e) aggravation of pre-existing conditions; (f) mental stress and anxiety; and (g) enclosure in confined spaces and exposure to heights. These and other risks are inherent in such participation and interaction and I understand that such risks cannot be eliminated without changing the nature of and interactions with the Exhibition. I understand that my participation and interaction is voluntary and that I am entering the Exhibition and remaining thereon at my own risk. Understanding these risks and dangers and that other risks may be encountered, I expressly assume all risks associated with such participation and interaction, both known and unknown, inherent and otherwise, and whether or not described above.
3. **RELEASE OF LIABILITY AND INDEMNITY:** I agree not to sue, and to release, discharge, hold harmless, and indemnify MFAH, its trustees, officers, directors, employees, contractors, agents, and representatives (each a "Released Party") with respect to any and all claims, judgments, losses, damages, causes of action, suits and liabilities of every kind and character, including all expenses of litigation, court costs, and attorneys' fees, arising out of or relating to the Pathway Walk or my interaction with the Exhibition. My obligation to indemnify the Released Parties includes any claim, liability, or cause of action by third parties, including other visitors, related to my participation in the Pathway Walk and interaction with and activities in the Exhibition. I AGREE THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF A RELEASED PARTY.
4. This Agreement shall be construed in accordance with the laws (but not any conflict of laws provisions which might invoke the laws of another jurisdiction) of the State of Texas and for any suit, mediation or other resolution of a dispute arising under or out of or relating to this Agreement, I hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Texas located in Houston, Harris County, Texas or in the United States federal district courts located in Houston, Harris County, Texas.
5. I have read the Big Bambú Pathway Guidelines (the "Guidelines"), set forth on the reverse and incorporated herein and I am capable of and will at all times comply with the Guidelines and the instructions of MFAH and its staff and agents.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND THE GUIDELINES, AND VOLUNTARILY SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF THE MINOR(S) LISTED BELOW, AND AGREE TO THE PROVISIONS HEREIN AND TO COMPLY WITH THE GUIDELINES.

I intend for this Agreement to be legally binding upon me and to apply to the fullest extent allowed by law.

PRINTED NAME: _____ DATE: _____

SIGNATURE: _____ PHONE: _____

ADDRESS: _____

Minor(s) for whom I am legally responsible:

MIKE + DOUG STARN: BIG BAMBÚ
THIS THING CALLED LIFE
PATHWAY GUIDELINES

Pathway Description and Restrictions. All guests may experience the exhibition **MIKE + DOUG STARN: BIG BAMBÚ** from the floor level. Some guests may elect to walk along an elevated pathway within the architectural sculpture in the exhibition (“Pathway”). The Pathway is made of bamboo and the walking surface may be uneven and at an incline. You will have bamboo “handrails” to hold onto. In order to participate on the Pathway:

- you must wear rubber-soled shoes; no bare feet, or flip flops;
- you must be able to walk without assistance;
- you must be at least 3.5 feet (42 inches) tall;
- you cannot be under the influence of alcohol, narcotics or any other intoxicant;
- all minors must be over the age of 6 and accompanied by a parent or legal guardian at all times;
- there must be one adult for every two minors between the ages of 6 – 12 years of age;
- no baby carriers (e.g., “Baby Bjorn”) or strollers are permitted
- guests must use sensible judgment at all times when on the Pathway, including use of cameras and cell phones.

Additional Considerations. MFAH strongly recommends that you do not participate on the Pathway if you have a disability or another mental or physical condition that would impair your ability to safely participate. Do not participate on the Pathway if you:

- have a heart or respiratory condition;
- are pregnant;
- have a history of seizures;
- have impaired mobility or back, limb, or joint injuries;
- have acrophobia (fear of heights), vertigo (dizziness), or claustrophobia (fear of confined spaces); or
- have balance problems.

Instead, we recommend that you enjoy the Exhibition from the floor level.

Accessing the Pathway. All Pathway participants are required to sign the Participant Agreement and Release of Liability and Assumption of Risk located on the reverse side of these Guidelines, which is available on site, or may be downloaded at mfah.org/bambu. Before entering the Pathway, you will be given access to a locker area, where you must store bags and personal items (see *Lockers and Personal Items* below). After experiencing the Pathway, you will be permitted to collect your belongings from the locker area.

Lockers and Personal Items. For your safety, the safety of those around and below you, and the safety of the Exhibition itself, you may not bring any personal items (including purses, backpacks and other bags, food and beverage containers, umbrellas, etc.) on the Pathway. All such personal items must be stored in the secure lockers provided entering the Pathway. MFAH is not responsible for any lost or stolen items.

Pathway Cancellations. MFAH reserves the right to deny access to any visitor, as determined by MFAH in its sole discretion. In particular, visitors under the influence of alcohol, narcotics or any other intoxicant will not be permitted to participate on the Pathway and will be denied access to the Exhibition area. All Pathway participants must follow these Guidelines as well as MFAH staff instructions and directions at all times. Failure to adhere to these Guidelines or any instructions or directions given by MFAH staff may result in refused admission to, or removal from, the Pathway and the MFAH premises.