

HYPROV Volunteer Release and Waiver of Liability, Promise Not To Sue, Assumption of Risk, and Indemnity Agreement

To provide the most fun and interactive experience possible, we require that each person volunteering to participate on stage in the production of HYPROV and be put under hypnosis (we refer to each such person simply as "**Volunteer**") agrees to this Volunteer Release and Waiver of Liability, Promise Not To Sue, Assumption of Risk, and Indemnity Agreement ("**Agreement**").

PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A LEGAL DOCUMENT AFFECTING THE LEGAL RIGHTS OF EACH VOLUNTEER THAT PARTICIPATES ON STAGE IN THE PRODUCTION OF HYPROV.

By volunteering to participate on stage in the production of HYPROV, Volunteer demonstrates a desire to experience HYPROV, and agree to be put under hypnosis, provided by HYPROV NYC LP, a Delaware limited liability company (the "**Company**"). As good and valuable consideration for being permitted by the Company to experience HYPROV, Volunteer agrees to all of the terms and conditions set forth in this Agreement.

1. ACKNOWLEDGEMENT OF RISKS. Volunteer is aware and understands that HYPROV is improvisation performance that requires putting volunteers under hypnosis which inherently involves potential risks and dangers.

2. ASSUMPTION OF RISKS. NOTWITHSTANDING THE RISKS AND DANGERS INHERENT IN EXPERIENCING HYPROV, VOLUNTEER AGREES TO ASSUME ANY AND ALL RISKS CONNECTED WITH THE HYPROV EXPERIENCE, EVEN IF ARISING FROM THE NEGLIGENCE OF ANY "RELEASEES" NAMED BELOW OR OTHERS.

3. LIABILITY WAIVER, RELEASE AND PROMISE NOT TO SUE. VOLUNTEER AGREES TO WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS, NOW KNOWN OR HEREINAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE COMPANY AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND THE OWNERS OR LESSEES OF ANY PREMISES USED FOR HYPROV (COLLECTIVELY, "**RELEASEES**") IN CONNECTION WITH OR RELATED TO HYPROV, WHETHER ARISING OUT OF THE NEGLIGENCE OF ANY RELEASEES OR OTHERWISE. VOLUNTEER ALSO PROMISES NOT TO BRING OR ASSERT (OR PERMIT A THIRD PARTY, INCLUDING VOLUNTEER'S HEIRS, FAMILY MEMBERS, EXECUTORS OR ADMINISTRATORS, TO BRING OR ASSERT) ANY CLAIM, DEMAND, SUIT OR ACTION WHATSOEVER THAT

VOLUNTEER MAY NOW OR IN THE FUTURE HAVE AGAINST THE RELEASEES THAT ARISE OUT OF OR ARE CONNECTED WITH HYPROV OR THE USE AND EXERCISE OF THE RIGHTS GRANTED TO THE COMPANY IN THIS AGREEMENT. SUCH CLAIMS, DEMANDS, SUITS AND ACTIONS INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, LIBEL, VIOLATION OF PRIVACY RIGHTS, EMOTIONAL DISTRESS/PAIN AND SUFFERING, LOSS OF/DAMAGE TO PROPERTY, DEATH, OR BODILY INJURY.

4. RELEASE AND WAIVER OF UNKNOWN CLAIMS. Volunteer understands that the release and waiver of liability set forth above covers claims which Volunteer may not know about or suspect may exist at this time.

5. INDEMNITY. VOLUNTEER KNOWINGLY AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES OR COSTS ARISING FROM, INCURRED DUE TO, OR OTHERWISE IN CONNECTION WITH HYPROV, WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

6. NOTICE OF FILMING OR RECORDING. Volunteer authorizes HYPROV and those acting pursuant to its authority to record Volunteer's image, likeness and voice during Volunteer's participation in HYPROV in video, audio-video, photographic, analog, digital, or electronic format, or any other copying or recording medium (still or moving) now known or hereinafter created (collectively, the "Images"). Volunteer understands and agrees that all Images, and any works derived therefrom, will be the sole property of the Company, under copyright and otherwise; that Company shall have the right to exploit the Images throughout the world in perpetuity in any and all media now known or hereafter created for no compensation; and that the Company may, but does not have the obligation to, share such Images with Volunteer.

7. FITNESS AND RESPONSIBLE BEHAVIOR. Volunteer represents that Volunteer : (a) is not under the influence of any alcohol, drugs or medications that would alter their senses or judgment, (b) is not aware of any physical, emotional, or other condition such as claustrophobia, a heart condition, back condition, history of seizures, and/or sensitivity toward flashing lights that would create a hazard to Volunteer or others as a result of experiencing HYPROV; (c) is physically fit and able to undertake conditions involved in experiencing HYPROV; and (d) will act responsibly during his or her visit to HYPROV.

8. INVALIDITY. Volunteer expressly agrees that the terms of this Agreement are intended to be as broad and inclusive as is permitted under the laws of the State of New York. If any portion (e.g. paragraph or sentence) of this Agreement is held invalid, illegal, or unenforceable to any extent and for any reason by any court of competent jurisdiction, such portion will be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

9. MISCELLANEOUS. This Agreement states the complete understanding as to its subject matter and may only be modified (or any provision waived) by a writing signed by the parties. Volunteer

understands this Agreement is legally binding on Volunteer, and Volunteer's heirs, personal representatives, and assigns, and all matters arising from, relating to, or connected will be governed by and interpreted under the laws of the State of New York, without regard for any principles that would cause the application of the laws of any other Jurisdiction. Any claim or action (regardless of form) connected with, arising from, or relating to this Agreement or HYPROV will be filed only in a federal or state court located in the County of New York, State of New York, and the Company and Volunteer irrevocably consent and submit to the personal jurisdiction of such courts and waive any claim that such courts are an inconvenient forum or venue.

10. CONSENT TO ELECTRONIC TRANSACTIONS. Volunteer hereby consents to contracting and transacting electronically. Electronic signatures, whether digital or encrypted, are intended to authenticate this Agreement and to have the same force and effect as manual signatures. To be clear, Volunteer will be deemed to have consented to the terms of this Agreement by purchasing a ticket to or entering HYPROV and volunteering to participate in the production. Volunteer hereby consents that marking that they have read, understand, and agree to this Agreement constitutes an electronic signature and consent to abide by the terms of this Agreement.

BY ELECTING TO VOLUNTEER IN THE PRODUCTION, VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT VOLUNTEER HAS GIVEN UP SUBSTANTIAL RIGHTS BY PARTICIPATING IN THE PRODUCTION, INCLUDING THE RIGHT TO SUE THE RELEASEES, AND AGREES TO IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.