Release of Liability, Waiver of Legal Rights, and Assumption of Risk

Thank you for reserving a visit to *Atomic Open House*, the work of acclaimed artist, Whitney Lynn, an individual woman artist. Lynn's *Atomic Open House* turns the architecture of nuclear spectacle into a roadside attraction, using a deceptive trompe-l'oeil façade to expose the uneasy gaps between what we see and how we are positioned to look.

By entering the site, you acknowledge and assume the risks associated with visiting the installation and agree to this Release of Liability, Waiver of Legal Rights, and Assumption of Risk.

Unless otherwise arranged, your visit is self-guided, and no tour guide will be on site. We urge all visitors to respect the land, plant life, and property boundaries and practice Nevada's "leave no trace" principles by packing out all trash and food brought to the artwork. There are no restrooms on site.

Atomic Open House is a free public artwork and roadside attraction located in Beatty, Nevada, approximately 117 miles northwest of Las Vegas, near U.S. Route 95 and the Nevada National Security Site (NNSS) (formerly the Nevada Test Site, or NTS). The installation reinterprets two architectural elements associated with atmospheric nuclear testing at the NTS in the 1950s: the Apple-2 house, a wood-frame Colonial-style home built to observe how a typical American house might withstand a nuclear explosion, and VIP viewing benches where military and government officials, the press, and other invited observers watched detonations from close range.

a. No smoking, vaping, drugs, marijuana or alcohol are permitted at the Site. Visitors are asked to stay within the fenced area and designated visitor boundaries.

b. Children under the age of 16 must be accompanied and supervised at all times by an adult.

c. If the areas surrounding the Site are private property, trespassing is strictly forbidden.

d. Participant is solely responsible to observe, monitor, and guard against any and all risks associated with the Activity.

e. Participant is solely responsible to arrange for and pay for medical treatment if and to the extent Participant is ill or injured during the Activity.

f. Participant agrees to park only in those areas designated by Owner (if any) or otherwise safely within a public parking area.

g. Participant agrees not to modify or interfere with the Site or the Work.

2. Express Assumption of Risk. Participant hereby acknowledges and agrees that accessing the Site and viewing the Work involves certain inherent risks, including, without limitation, the presence of wildlife (including snakes, other reptiles, mammals, birds, insects, and other wildlife); weather and elements; surface, natural, and geological conditions; thermal events and conditions; and other risks, any or all of which present an inherent danger of bodily injury (including, but not limited to temporary or permanent disability and/or death) and damage and/or injury to, or loss of, property. Participant acknowledges and agrees that the Site is unsupervised, and it is not the responsibility of Released Parties to provide or contact emergency or medical services and that the foregoing risks may be compounded by delay, negligence, or unavailability of emergency or medical services; negligence or willful misconduct of third parties; inadequate warnings or instructions; and other extrinsic factors. Participant (on behalf of itself and/or any minor participants below the age of majority) HEREBY FREELY AND VOLUNTARILY ASSUMES ALL DANGER(S), RISK(S) AND HARM(S), WHETHER INTRINSIC/INHERENT TO THE ACTIVITY, KNOWN OR UNKNOWN, THAT MAY OCCUR AT OR ABOUT THE SITE AND ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE ACTIVITY OR PARTICIPANT'S OR OTHER PERSONS' PARTICIPATION IN THE ACTIVITY. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ITS PARTICIPATION IN THE ACTIVITY IS PURELY VOLUNTARY AND PARTICIPANT ELECTS TO PARTICIPATE IN THE ACTIVITY NOTWITHSTANDING ANY RISK. PARTICIPANT'S ELECTION TO PARTICIPATE IS THE MOST SUBSTANTIAL FACTOR GIVING RISE TO ANY HARM THAT ULTIMATELY MAY COME TO PARTICIPANT IN CONNECTION WITH THE ACTIVITY.

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3. Release and Hold Harmless. Participant hereby agrees to release and hold the Released Parties harmless from and against any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, decrees, demands, disbursements, judgments, liens, litigation, losses, penalties, proceedings, settlements, suits, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which the releasing party may have against the Released Parties (collectively, "**Claims**"), arising out of or in connection with the Activity, except and to the extent caused by the gross negligence or willful misconduct of any Released Parties. Participant further covenants not to sue the Released Parties for any Claims arising out of or in connection with the Activity, except and to the extent caused by the gross negligence or willful misconduct of any Released Parties.

4. Indemnification. To the maximum extent permitted under applicable law, Participant hereby agrees to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all Claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of Participant's participation in the Activity, except and to the extent caused by any Released Parties gross negligence or willful misconduct. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from any injury, or death, sustained from participation in the Program including any claims for negligence of the Released Parties.

5. Limitation on Liability. In no event shall Released Parties be liable to Participant (or any other natural person or entity) for lost profits or revenues; loss or interruption of use; economic loss; or any indirect, special, incidental, consequential, punitive or similar damages arising out of or in connection with the Activity or the acts or omissions of Released Parties.

6. No Representations. Participant acknowledges and agrees that Released Parties make no representations or warranties of any kind or nature (and to the maximum extent permitted under applicable law, expressly disclaim any and all prior representations and warranties) concerning the Work, Site, or Activity. Any access to the Site and Work shall be in their respective AS-IS, WHERE-IS condition WITH ALL FAULTS.

7. Miscellaneous.

    a. *Severability*. Should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of the agreement remain in full force and effect.

    b. *Choice of Law*. This Waiver shall be governed by and interpreted in accordance with the laws of the State of Nevada without regard to choice or conflicts of laws principles. Any action arising out of or in connection with this Waiver or the Participant's access to or use of the Site or engaging in the Activity shall be brought exclusively in the state or federal court in the county in which the Site is located. Any reference to "law" or "laws" or the term "applicable law" or any specific statutory references shall be deemed to include all enactments, laws, orders, regulations, statutes, or similar instruments amending, consolidating, interpreting, modifying, replacing, or supplementing such law, and shall be understood to include such laws as the same may be subsequently amended, superseded, recodified, etc., unless otherwise expressly provided. Any references to specific governmental agencies shall be understood to include any agency or agencies that succeed to or assume the functions currently performed by the agency referenced.

    c. *Construction*. Participants covenants and obligations hereunder are deemed to bind Participant on behalf of itself and any minor children accompanying Participant during the Activity or for whom Participant is signing this Waiver.