

THE COSANTI FOUNDATION (the “Foundation”) cares about your safety and well-being and wishes you to be well-informed about certain risks inherent at Cosanti or Arcosanti. Please obey all signage, instructions and printed material and study the maps of the site showing known hazards.

CONSENT AND RELEASE

Please Print Your Name

Your Email Address

Your phone number

I am a tour participant

a workshop participant

an employee, volunteer or independent contractor (“worker”)

a person who plans to use lodging on the premises of the Foundation

another type of visitor : (describe) _____

Names of all others in your party (who are not completing and signing a Consent and Release):

In return for receiving permission to tour or attend a workshop or other event or perform paid or volunteer work or use lodging on the grounds and facilities at Cosanti or Arcosanti, as applicable, I agree:

1. The information provided in this Consent and Release may be retained in the Foundation database. I grant to the Foundation a worldwide, royalty-free license to use my photographic, video or digital likeness and audio recording of me for promotional, educational, commercial, marketing, public or media relations and publicity purposes, without limitation for inclusion in Foundation newsletters, photos, film or video footage or sound recordings, without further obligation or compensation to me, and the Foundation may permit other persons and organizations to use the information, photography or recording for such purposes and in such a manner as it deems appropriate. I waive authority to approve or disapprove the final edited version of photography and recordings, or of its usage, and release the Foundation from all claims arising out of such usage, including any right to compensation and royalties now and in the future for my information or participation in the photography or recording, all use of it, and for signing this Consent and Release. “Foundation” refers to The Cosanti Foundation, its wholly-owned subsidiary, Cosanti Originals, Inc., and any other entity or corporate affiliate controlled by, controlling or under common control with either of them.

2. I have been informed that the site and the facilities involve certain risks, including without limitation unfavorable weather conditions, the risks associated with activities and equipment at the site relating to ongoing foundry, construction and other activities of the residents, employees and other workers, walking through unfamiliar, narrow, unpaved or steep paths, lack of hydration, property theft, actions of other people, and in the case of Arcosanti, the risks associated with the location of the site on a mesa with uneven terrain and landforms and steep cliffs. I fully recognize the need to exercise caution and to heed the dangers of participating in the tour, work, or event, or in lodging or driving or walking to and from lodging, as applicable, and I voluntarily assume all associated risks, including risk of injury or death. I am not aware of any physical or medical condition that might endanger myself or other participants in the activity or would make me susceptible to injury or while engaging in the activity. I am solely financially responsible for all medical treatment required as a result of any harm sustained in connection with the activity, and I agree the Foundation has no duty to provide medical assistance or transport and cannot guarantee the availability of emergency medical services transportation to medical facilities. I acknowledge that the Foundation gave me the opportunity to review one or more maps of known hazardous areas to avoid and the location of emergency and first aid equipment.

3. *Workshop participants, volunteers and workers only:* I agree to take the responsibility to familiarize myself with the rules and regulations applicable to the site and activity and to comply with the same.

4. *Tour and workshop participants and visitors who have requested overnight lodging at Arcosanti:*

I acknowledge that the Foundation recommends that I carefully reconsider visiting Arcosanti or Cosanti in light of the risks relating to possible social spread of the COVID-19 virus. I have reviewed the following policies of the Foundation:

The Cosanti Foundation has implemented increased cleaning and sanitation practices in all our spaces and have marked traffic paths to help guests maintain physical distancing. As a nonprofit organization dedicated to promoting progressive ideas in urban living while fostering community cohesion, we are committed to take measures to proactively protect the public concerning COVID-19. We are also committed to the health and safety of our employees, volunteers, and residents at Foundation facilities, most especially since we have approximately

80 living and working on our sites at Arcosanti and Cosanti. We follow CDC recommendations to help prevent the spread of COVID-19, and we expect that you will do so, too, such as: You will wear a mask, observe social distancing recommendations in order to keep a distance of 6 feet from others and avoid physical contact (e.g. no shaking hands), use hand sanitizer upon entrance or exit of the Visitor Center Gallery; if you are bringing your child, you will make sure that your child follows all of these sanitation and distancing protocols; you will stay home when sick and avoid close contact with people who are sick. If you fail to follow these directives, you will forfeit you and your child(ren)'s right to continued participation in the activity. Failure to comply with these policies or verbal instructions from staff or volunteers may result in your removal from the premises. If you observe any unusual or significant hazard during your visit, you are asked to remove yourself from participation and bring such to the attention of the nearest official immediately. Guests will be asked to complete a brief health screening: We ask you not to visit if you or any household member has been diagnosed with COVID-19 within the last 30 days, traveled outside of the country within the last 30 days, or if in the past 14 days you have:

- Been in contact with a novel coronavirus (COVID-19) infected person;
- Had respiratory symptoms (cough, shortness of breath, difficulty breathing) not connected to a known existing condition; or
- Had fever or chills not connected with a known existing condition.

If you have met any of the above criteria, we will allow for your tour or lodging to be rescheduled, a tour or lodging credit to be issued, or will consider refund requests from those traveling from further away on a case by case basis. If you have tested positive for the COVID-19, we may be required to notify local health authorities that you have been at the site, but if so, we will only provide the minimum information necessary for their data collection. By signing this Consent and Release, you are agreeing that we may do so. The Cosanti Foundation continues to communicate about these recommendations, as well as other important health and hygiene information, to our staff at Arcosanti and Cosanti and to Arcosanti residents, who may be in contact with visitors and guests at both our locations. We will monitor the advice and recommendations from the CDC and other health experts and make future decisions and adjustments based upon their advice. For the most up to date and accurate information, we recommend the following government website: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

I agree that the foregoing policies constitute reasonable and prudent steps in light of the pandemic, I agree with those policies and agree to comply with them, I acknowledge that the risk of contracting COVID-19 during a visit to Arcosanti cannot be entirely eliminated, I have chosen to visit Arcosanti or Cosanti after considering the risks of doing so, and I acknowledge that tours, workshops, and lodging is provided on the condition that I sign this Consent and Release.

6. Neither the Foundation, nor any of its agents, representatives, volunteers, contractors, or employees (collectively referred to below as "agents") make any representation or warranty, expressed or implied, regarding the conditions or safety, of the site, facilities, any means of transportation to or from the site or any other aspect of the site or activity, and that neither the Foundation nor any of its agent shall have any liability for any defect or dangerous natural or artificial condition relating to the site or the activity. Acting for myself and my heirs, executors, person representatives, and assigns, I agree to pay all expenses and charges arising from my visit to Arcosanti or Cosanti, or any of my family or guests in visiting Arcosanti or Cosanti (including any property damage or bodily injury and including travel to, from and around the site) and I further agree forever to release, discharge and hold harmless the Foundation and its agents, officers, and directors, and the successors and assigns of each of them (collectively referred to below as the "Foundation Group") from all claims, causes of action, losses, damages, costs, and other liabilities, including negligence, and including without limitation, reasonable attorney's fees and costs, whether known or unknown, foreseen or unforeseen, and including without limitation potential exposure to the COVID-19 virus, damage to health, property damage, death, injury, pain, or mental trauma of myself and any other person, related in any way to my (or my family's or guests') visit to Arcosanti or Cosanti, lodging there, any activity there, or travel to, from and across the site (collectively, "Claims), except in case of gross negligence or intentional malfeasance by The Cosanti Foundation. Without limiting the above, I agree not to sue the Foundation Group for any such Claims, to waive any such Claims that I may have at any time against the Foundation Group, and to indemnify and defend the Foundation Group against and hold the Foundation Group harmless from any Claims.

I have carefully read this Consent and Release, fully understand it, agree it is contractually binding, and sign it of my own free will.

Signature Address City State Zip Emergency Contact (optional) Phone

Date(s) of visit Purpose of visit (gallery, overnight stay, performance, daytime tour, workshop, special event)

[] check if applicable: Signed individually and as Parent or Guardian of _____ (print names) of all minors under 18 years of age) to confirm my permission to my child (children) or ward to participate in this activity, and to agree to all of the terms of this Consent and Release.

[] **check here if you would like to be added to our mailing list.**

