

GRAB & GO POP-UP SHOP

VISITOR'S RELEASE

The undersigned has requested access to 2429 Stillwell Ave. Brooklyn, NY 11223, owned and operated by the New York City Transit Authority (NYCTA), from December 13, 2023 through December 15, 2023, for the limited purpose of participating in the MTA Memorabilia and Collectibles Pop-Up Shop shopping event. The undersigned acknowledges that use of these facilities for the above-stated purpose may place the undersigned in proximity to hazardous equipment or locations and could result in the undersigned's death or serious bodily injury. The undersigned is a private citizen and is not employed by NYCTA.

In consideration of the undersigned being granted access to the aforesaid facilities for the above-stated purpose, the undersigned hereby relinquishes any and all rights, claims, causes of action or other entitlements against NYCTA, its officers, agents, or employees for any personal injury, property damage, or wrongful death occurring to the undersigned while being provided access to the aforesaid facilities.

By this agreement, the undersigned acknowledges, understands and assumes all risks and/or harms inherent in accessing and utilizing the aforesaid facilities, which could result in death, serious permanent physical injury, paralysis, property damage, and economic and social losses. This includes any and all situations, even if specific warnings related to the condition or proper use of these facilities have not been disclosed to the undersigned. The undersigned is nevertheless willing to assume all risks, foreseeable or unforeseeable, inherent in accessing and utilizing these facilities.

The undersigned further understands and acknowledges that included within the scope of this waiver and release is any claim or cause of action arising from NYCTA's (its officers', agents' or employees') performance of, or failure to perform, maintenance, inspection, supervision or control of said facilities and for the failure to warn of specific dangerous conditions, if any, existing at said facilities. The undersigned agrees that if any claim or cause of action for the undersigned's personal injury, property damage or wrongful death arising out of undersigned's access to the aforesaid facilities is commenced against NYCTA, its officers, agents and employees, the undersigned will hold harmless and defend, indemnify and otherwise save NYCTA, its officers, agents and employees from any and all said claims or causes of action by whomever or wherever made or presented.

It is the purpose of this agreement, and specifically the intent of the undersigned, to exempt, waive and release NYCTA, its officers, agents, and employees, from liability for personal injury, property damage and/or wrongful death of the undersigned from any cause, including the negligence, wrongful act or omission of NYCTA, its officers, agents and employees.

The undersigned acknowledges that any oral statements or representations made by officers, agents or employees of NYCTA do not negate the terms of this Agreement. The undersigned acknowledges that he/she is signing and agreeing to this Waiver of Liability, Release, Assumption of the Risk and Indemnity Agreement voluntarily and of his/her own free will, and that no promises or rewards have been made in order to secure his/her signature.

SIGNATURE _____

PRINTED NAME _____

DATE _____

Email this form to MTAPopUpShop@nyct.com or bring it with you on the day of event.



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PHOTO/AUDIO/VIDEO RECORDING RELEASE AND WAIVER

I understand and agree that my image, voice, actions, likeness and other personally identifiable imagery will be recorded and/or photographed by the New York City Transit Authority (“NYCT”). I also understand and agree that NYCT, the Metropolitan Transportation Authority (“MTA”) and any of NYCT and MTA’s subsidiaries and affiliates (collectively, the “Transit Agencies”) may use this recording, in whole or in part, for any purpose as the Transit Agencies determine in their sole discretion.

For good and valuable consideration, as well as the mutual promises contained herein, I freely and irrevocably grant the Transit Agencies, along with their agents and licensees, the right to photograph, videotape and record my image, picture, name, likeness, voice and other personally identifiable imagery (collectively, the “Released Materials”) and to reproduce, alter, retouch, publish, copyright, exhibit, transmit, broadcast, televise, digitize, display and otherwise use the Released Materials for any means and any purpose in the sole discretion of the Transit Agencies. I further grant the Transit Agencies and their agents and licensees any and all rights, title and interest that I may have in the Released Materials, including but not limited to all raw and unfinished footage, final footage, negatives, copies and reproductions. I understand and expressly agree that the Released Materials and all copyrights and other intellectual property rights associated with the Released Materials are the sole and exclusive property of the Transit Agencies and their agents and licensees, and that this document grants the Transit Agencies the right to sell, license, transfer or otherwise use the Released Materials as they so choose for any purpose whatsoever. This grant is made in perpetuity and without limitation of any kind; it expressly includes the right to use the Released Materials in any manner, medium, form, language, market or format available now or created after the signing of this document without further consent from or any payment to me. It is further understood that the Transit Agencies are under no obligation to use any of the Released Materials and that any decision by the Transit Agencies not to use the Released Materials shall have no impact on the terms of this release.

To the fullest extent permitted by law, I hereby waive any and all rights that either I, my heirs, personal representatives, assigns or executors (collectively the “Releasors”) may have against the Transit Agencies and their agents, licensees, representatives, directors, employees, successors or assigns (the “Releasees”) relating to the Released Materials, including but not limited to any and all claims, causes of action, lawsuits, damages, judgments and demands in law or equity that the Releasors may have now or later acquire pertaining to the Released Materials. This waiver expressly includes, but is not limited to, the release and waiver of claims of privacy and compensation, in addition to claims of libel, slander, invasion of privacy, intellectual property violations or right of publicity arising now or at any time in the future. The Releasors further waive any right to inspect, review or otherwise approve the Releasees’ use of the Released Materials in any format prior to dissemination or use.

This document contains my entire understanding with respect to the Released Materials. I am not relying upon any other representations, whether oral or written, in executing this document.

This document is governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

By signing below, I acknowledge that I have read, fully understand and agree to the contents of this document.

Signature: _____ Date: _____
Print Name: _____ Telephone Number: _____
Address: _____ E-mail: _____
City/State/Zip: _____

****IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST SIGN BELOW****

CONSENT OF PARENT OR GUARDIAN

I hereby certify that I am the parent or guardian of the minor named above and that I have the legal authority to execute this release on his or her behalf. I give my express consent to his or her execution of this release and confirm that all representations set forth in this document are true and correct.

Signature: _____ Date: _____
Print Name: _____ Telephone Number: _____
Address: _____ E-mail: _____
City/State/Zip: _____

Email this form to MTAPopUpShop@nyct.com or bring it with you on the day of event.

