

## Green Art Labs

### STUDENT OR PARTICIPANT WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

This is a contract with legal consequences. In order to participate in the Green Art Labs Classes, (hereinafter "Class(es)"), all participants (and their parents or legal guardians, if applicable) must read and agree as follows:

#### **Waiver of Liability**

I am aware that injuries may occur in the Classes, classroom or adjacent play areas on the premises. I understand that accidents can happen and that while Green Art Labs strives to foster safe habits and practices, children using tools such as scissors, needles, or glue guns in inappropriate ways can present dangers to themselves or others. I recognize that even under adult supervision, accidents stemming from improper conduct could cause catastrophic injury, paralysis or even death. I understand that in the normal course of events children have some physical contact with each other and that Green Art Labs does not screen participants in advance for potential dangers to others. I hereby give my consent for the participant to join in all activities, use tools, and engage in interactions with fellow students and artist/experts

#### **Assumption of Risk**

I personally assume all risks, whether foreseen or unforeseen, in connection with the Class of any harm, injury or damage that may befall me as a participant. I acknowledge and fully understand the nature of the Classes and Program and realize the dangers of participating in an art class and fully assume the risks associated with participation including, by way of example and not limitation, the following: the dangers of sharp tools, hot glue guns, the dangers arising from surface hazards, inadequate safety equipment, the Released Parties' own negligence, weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic events.

I agree it is my sole responsibility to be careful and competent with any dangerous or potentially dangerous item, and be familiar with the course and any special regulations for the Classes. I understand and agree that situations may arise during the Classes that are beyond the immediate control of Class' supervisors and organizers and I must participate so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my equipment. For Classes where protective gear is standard and/or appropriate I will wear such gear, such as a helmet, pads, or shoes, capable of protecting against serious injury. I assume all responsibility for the selection of the protective gear. I have no physical or mental condition, which to my knowledge, would endanger others or myself if I participate in this Class, or would interfere with my ability to participate.

Participant is qualified, in good health, and in proper physical condition to participate therein; No known physical or health limitation prevents me from safely participating in this Class. In that there are certain inherent risks and dangers associated with the Class; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Classes.

#### **Release and Waiver**

I and my representatives also hereby waive, release and discharge for myself, my heirs, legal representatives, executors, administrators, assignees, and successors in interest any and all rights and claims for damages, injuries, expenses or costs of any kind which I have now or may acquire in the future that are directly or indirectly related to my participation in or association with the Art Classes against Green Art Labs, landlords, and any partnering or promoting organizations for this Class, and their respective agents, officials, and employees (collectively referred to as the "Released Parties"). The waived, released and discharged claims include claims arising from the Released Parties' own active or passive negligence.

I and my representatives hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Wisdom Arts Laboratory and its member institutions, or any subdivision thereof, and each of them, their officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's

participation in the Classes,

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event.

This agreement may not be modified orally. Waiver of any provision of this agreement is intended to be severable. If one or more provision is found to be unenforceable or invalid, the remaining terms and provisions shall remain binding and enforceable.

### **Acknowledgment of Understanding**

The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

I specifically acknowledge that I am engaging in this activity as a participant and not as an employee or agent of any other organization nor any of their respective employees, officers, agents or assigns, (collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the Class, or as a result of product liability or the negligence, whether passive or active, of any party, including Released Parties, in connection with the Event.

I will perform assigned tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability. I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities. I will observe all safety rules, and use care in the performance of my assignments and otherwise personally assume all risks and liability for my own intentional or negligent conduct that deviates.

I have received appropriate instruction regarding this Class, including appropriate safety and emergency procedures, I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Class organizers.

I understand that participating in a class involves certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with dangerous equipment, from over-exertion or environmental conditions, including but not limited to, sun exposure or dangerous terrain. Despite the risks, I still choose to participate in such activity.

If I am injured during the Class, I authorize any physician licensed in California to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

### **Photo and Email Release**

I agree to allow my image to be used in published materials and web sites that promote the programs of Green Art Labs and its partners, licenses, affiliates and contractors or I may initial here if I do not wish to consent to a photo release \_\_\_\_\_. By listing your email below you also agree to allow Green Art Labs the right to send newsletters, class announcements and other important updates and contacts.

