

RELEASE AND WAIVER OF RESPONSIBILITY Agreement Not to Sue, Indemnification, and Hold Harmless Agreement

Jewelrymaking, metalsmithing, woodworking, and ceramics ARE INHERENTLY DANGEROUS ACTIVITIES and, as such, The Delaplaine Arts Center, Inc. requires all persons attending Delaplaine Arts Center class, workshop, seminar, independent study or practice hours for jewelrymaking, metalsmithing, woodworking, and ceramics, OR using any Delaplaine Arts Center Equipment or facilities for jewelrymaking, metalsmithing, woodworking, and ceramics to sign this release and waiver of responsibility.

I, _____ on behalf of myself, understand that jewelrymaking, metalsmithing, woodworking, and ceramics are inherently dangerous activities and acknowledge that the following inherent risks are associated with such activities, including without limitation: (1) the use of and exposure to superheated gases, torches, and kilns; (2) handling hot metals and solder; (3) exposure to sharp objects; (4) exposure to power tools, and (5) latent risks associated with exposure to potentially dangerous chemicals and other hazardous materials. I understand that my negligence or failure to act within my abilities may contribute to or result in an injury and that The Delaplaine Arts Center, Inc., its instructors, founders and monitors will not provide me with any medical treatment or pay for any medical or other treatment expenses should I become sick or injured.

The Delaplaine Arts Center, Inc. and its instructors, staff, board members, and monitors hereby specifically disclaims any and all responsibility or liability for, and I, on behalf of myself and my heirs, next of kin, spouse, guardians, legal representative, executors, administrators, successors, and assigns hereby knowingly and intelligently release The Delaplaine Arts Center, Inc. and its instructors, staff, board members, and monitors from any and all claims, whether known or unknown, which I may have relating to: (i) any and all damages to the student or any personal property of the student, including without limitation, indirect and consequential damages or injuries as a direct or indirect result of the inherent risks of jewelrymaking, metalsmithing, woodworking, and ceramics; (ii) any liability relating to instruction, construction, design, or use of any Delaplaine Arts Center equipment or facilities, manufacture of any product, or any other activity undertaken in conjunction with classes, workshops, seminars, independent study, and practice hours offered by Delaplaine Arts Center or as a result of the use or application of information given or contained in any class, workshop, seminar, independent study, and practice hours offered by Delaplaine Arts Center or contained in any writing given to me by Delaplaine Arts Center or (iii) any actions taken by me while on the Delaplaine Arts Center premises with respect to construction, design, use of equipment or facilities or manufacture of any product.

I hereby represent and warrant under no duress and on my own free will that I understand that I will be responsible for all actions taken at Delaplaine Arts Center facilities, including without limitation, use of equipment and facilities. I understand that I am solely responsible for any and all damages, whether direct or consequential, for the use and application of information given at any class, workshop, seminar, independent study or practice hours, or contained in any writing distributed by the Delaplaine Arts Center staff, instructors or representatives.

Name (please print): _____

Signature: _____ Date: _____