

## ART DOME RELEASE AND INDEMNITY AGREEMENT

*Please do not accept or use classes offered unless you are willing to accept the terms herein*

***Complying with the terms herein is a condition of your participation in classes offered by ART DOME***

ART DOME strives to provide a safe and enjoyable environment during the classes offered, however, use of potentially hazardous materials which can cause bodily damage is involved with participation.

### **PLEASE READ CAREFULLY, YOU ARE GIVING UP RIGHTS IF SIGNED**

The parties agree that this Release shall be interpreted by ant court in the broadest fashion and to the fullest extent allowed by law to effectuate the full release of all liability, the indemnity, the express assumption of the risk and/or the covenant not to sue herein.

**Assumption of the Risk.** I, the undersigned, and if I am under 18 years of age, my parent/legal guardian and I (hereafter “I” or “my”) am aware that participation in classes offered by the Company (“Activities”) and use of its facilities and services involves the risk of injuries and property damages due to use of sharp, and hot instruments and materials. I agree that risks exist during my class participation, and may occur without warning.

I agree that I assume responsibility for understanding and complying with all recommendations made by the person teaching the class, including instructions on the use of the instruments and/or materials. I also agree that I am solely responsible for use of the instruments and/or materials, and if such use results in any bodily injury or property damages I expressly assume and accept all risks of my participation in the classes whether or not described above, including any negligence of the Company or any of its employees, agents or contractors, affiliates, insurance carriers, agents, representatives, assignees, and members (collectively the “Released Parties”).

I understand and agree that use of materials during my participation in Activities may cause an allergic reaction. I agree that I am solely responsible for informing the class teacher of any and all allergies that I have, and I take sole responsibility if I consume or otherwise come in contact with any substances which may cause an allergic reaction.

I understand and agree that snacks may be provided during participation in Activities and consumption of those may cause an allergic reaction. I agree that I am solely responsible for informing the class teacher of any and all allergies that I have, and I take sole responsibility if I consume or otherwise come in contact with any substances which may cause an allergic reaction.

I assume full responsibility if my child will cause any harm or injuries to the teacher, instructor or any staff member of Art Dome as well as other student(s). I assume full responsibility if my child will call any property damage to the property which belongs to Art Dome or personal property of other students

**Release of Liability.** To the fullest extent permitted by law I agree to fully release the Released Parties for any and all claims, injuries, death, damages, expenses, or loss arising out of, caused by or resulting from the Activities and from claims of others related my participation in the Activities, including the negligence of the Released Parties.

**Indemnity.** In consideration for my participation in the Activities, to the fullest extent allowed by law, I agree to indemnify and hold the Released Parties harmless from all claims, damages or injuries arising from my participation in the Activities, even if the Released Parties were negligent. My obligations included paying all attorneys' fees, costs, or judgements incurred by the Released Parties as a result of my obligations to indemnify or the breach of this Release. I agree that I will never file a lawsuit against the Released Parties related to my participation in the Activities and from claims of others related my participation in the Activities, even if the Released Parties were negligent. My obligations include paying all attorneys' fees, costs or judgements incurred by the Released Parties as a result of my obligations to indemnify or the breach of this Release.

**Final and Complete Release.** If portions of this Release are invalid, then I agree that the remaining portions will remain enforceable. This release shall be effective for 1 calendar year from the date of signing.

Medical Care. I authorize the Company or its representatives, at their discretion, to obtain third party medical care for me and/or transport or arrange to transport me to an appropriate medical facility. I authorize medical care providers to provide emergency medical care to me. I agree to pay all costs associated with such medical treatment and related transportation and waive any right of subrogation against the Company and/or Released Parties for any medical or transportation expense.

**I HAVE READ, UNDERSTOOD, AND HEREBY VOLUNTARILY SIGN THIS RELEASE.**

***Persons under the age of 18 are required to have a Parent or Legal Guardian (Responsible Party) read and countersign this Release.***

To the fullest extent allowed by law, the Responsible Party individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this release. The Responsible Party agrees and acknowledges Responsible Party and minor's express assumption of risk, release of liability, indemnity and covenants not to sue the Released Parties, including or negligence. The Responsible Party releases all of their rights or claims against the Released Parties including wrongful death damages and agrees to indemnify the Released Parties even if the Released Parties are negligent. The Responsible Party is solely responsible to explain and enforce all rules, including the "Your Responsibility Code," and to undertake all duties and responsibilities to educate, control, and protect the minor(s) from all of the risks involved in the Activity. The Responsible Party agrees to pay all medical bills and expenses incurred by the

minor (s) and waives all rights of subrogation against the Released Parties. The Responsible Party agrees to make all decisions concerning the minor's participation in the Activities The Responsible Party understands and agrees that a minor may participate in the Activities without an adult present.

Participant's Name

Participant's Date of Birth

Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Participant's Address

Emergency Contact

Known Allergies: