

WATERFALL ARTS GLASSWORKS

Waiver and Release of Liability

Welcome! Today, you will experience firsthand the thrill of working with molten glass. In making your piece today, you'll roll the molten glass in the color(s) of your choice, blow into the pipe, and help shape the piece. By its very nature, glassblowing has its safety concerns. For example, the furnace and forge run in excess of 2100 degrees Fahrenheit. Tools can become extremely hot, and sharp edges of glass can appear. For an enjoyable experience for all, "safety first" and "hot-shop etiquette" are emphasized here at the Waterfall Arts Glass Studio.

I acknowledge that this activity may involve utilizing extremely hot equipment and facilities requiring attention to very important production and safety procedures and carries with it the potential for serious injury. The risks include, but are not limited to, those caused by facilities, temperature, equipment, and actions of other people.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit for participation in this activity and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity. I certify that I have personal health insurance. I agree and certify that I will follow all safety procedures and honor all safety warnings and precautions given to me in connection with the activities.

In consideration of permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Waterfall Arts, and/or their directors, officers, members, managers, spouses, heirs, executors, assigns, employees, representatives, and agents.
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of releasees or otherwise.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Waterfall Arts.

The Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participiant's Signiture

Date

Email

Age

Parent/Guardian Signature

Date

(If under 18 years old, Parent or Guardian must also sign.)