

ELAAN GREENFIELD DESIGNS LLC
(dba “The Metal Smithery”)

Liability Waiver

The undersigned member, student or parent of such member or student (the “Participant”), understands and acknowledges that there could be special risks associated with use of facilities, participation in the classes and other activities (collectively, the “Activities”) offered by Elaan Greenfield Designs LLC, dba, “*The Metal Smithery*.” In participating in the Activities, the Participant may work with or have access to potentially dangerous artistic tools, equipment, materials and supplies including, but not limited to, gas torches, jewelers' saws, chemical patinas, solvents, cleaners, shears, and other cutting tools, hammers, pliers, files, and various other metal working tools. The Participant understands and acknowledges that some art tools, equipment, materials or supplies used in the Activities could cause accidents and personal injury, despite precautions. The Participant further understands that EGD (as defined below), cannot provide an allergy-free environment, and therefore the Participant willingly assumes all risks as such of his/her participation in the Activities.

The Participant (and where Participant is under age 18, as the accepting parent or guardian of Participant on behalf of the Participant), for himself/herself and his/her respective heirs, next-of-kin, personal representatives, successors and assigns: (1) acknowledges that jewelry making and metal work involves certain inherent risks, dangers, and hazards which can result in personal injury, property damage, and other losses; and (2) hereby freely agrees to assume and accept any and all such risks of personal injury, death, property damage and loss associated with EGD and its Activities, including risks arising from the Participant’s conduct (either as a student or spectator), the design of the features in the EGD studio, the conduct of EGD, and the use of materials, tools, spaces or other items utilized in the course of such Activities.

By signing this release form, the Participant (and/or the Participant’s parent/guardian) assumes all risks related to the use of any and all facilities, materials, tools and equipment provided or used by EGD in conducting the Activities. In consideration of goods and services provided or to be provided by EGD, the Participant agrees to release and hold harmless Elaan Greenfield Designs LLC, including its members, instructors, staff, agents and affiliates (collectively, “EGD”) from any cause of action, claims, or demands now and in the future. The Participant will not hold EGD liable for any personal injury or any personal property damage, which may occur on the premises before, during or after Activities or from use of the premises. Furthermore, the Participant agrees to obey the Class and facility rules and take full responsibility for the Participant’s behavior in addition to any damage the Participant may cause to the facilities utilized by EGD.

In the event that the Participant should observe any unsafe conduct or conditions before, during or after the Activities or use of the facilities, the Participant agrees to report the unsafe conduct or conditions to the EGD manager, EGD instructor or EGD staff member as soon as possible.

In signing this waiver, the Participant acknowledges and represents that he/she has read the foregoing waiver, understands it and signs it voluntarily as the Participant’s own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I/we execute this waiver for full, adequate and complete consideration fully intending to be bound by same.

Participant's Name: _____
(*print*)

Participant's Signature: _____
(*if unable, parent/guardian signature only*)

Parent/Guardian signature is required for all students under the age of 18.

Parent/Guardian Name: _____
(*print*)

Parent/Guardian Signature: _____

Indemnification

The Participant recognizes that there is risk involved in the types of activities offered by EGD. Therefore, the Participant hereby agrees to accept financial responsibility for any injury that the Participant may cause either to himself/herself or to any other person due to the Participant's negligence. Should EGD, or anyone acting on behalf of EGD, be required to incur attorney's fees and costs to enforce this waiver agreement, the Participant agrees to reimburse them for such fees and costs. The Participant further agrees to indemnify and hold harmless EGD, its principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the Activities offered by EGD.

Participant's Name: _____
(*print*)

Participant's Signature: _____
(*if unable, parent/guardian signature only*)

Parent/Guardian signature is required for all students under the age of 18.

Parent/Guardian Name: _____
(*print*)

Parent/Guardian Signature: _____

Photo Release

The Participant on his/her own behalf, or the undersigned parent or guardian on behalf of a minor child, hereby authorizes EGD to use pictures, video and recordings of the Participant either provided by the Participant or taken by EGD or its agents to further the promotion purposes of EGD. The Participant on his/her own behalf, or the undersigned parent or guardian on behalf of a minor child, forever releases and discharges EGD of and from any and all claims, demands, actions, causes of action, suits, controversies and liabilities of any kind and nature accruing to the undersigned and arising directly or indirectly from EGD's use of names, photographs, pictures, video or recordings. Photographs, pictures, video or recordings are to be used exclusively by EGD and may not be sold, licensed or otherwise transferred directly by EGD.

Participant's Name: _____
(*print*)

Participant's Signature: _____
(*if unable, parent/guardian signature only*)

Parent/Guardian signature is required for all students under the age of 18.

Parent/Guardian Name: _____
(*print*)

Parent/Guardian Signature: _____

Emergency Contact Information:

Age: <18 years / 18+ years
(*circle one*)

In case of injury, accident or illness, EGD is authorized to provide or obtain emergency medical care for the Participant, which may include providing emergency transportation. The Participant agrees to bear all costs of emergency services provided to in such event. The Participant has read and agrees to this medical release.

Contact Name: _____

Relationship to Participant: _____

Phone for Contact Person: _____ Date: _____

Emergency medical attention you may need, such as an allergy requiring an EpiPen and emergency plan, asthma, or insulin related needs?

Relevant Medical History of Participant:

Allergies:

Any visual impairment and acuity:

Medications:

Additional Information:

Medical and/or Safety Concerns:

Special Needs or Tips:

Participant's Name: _____
(*print*)

Participant's Signature: _____
(*if unable, parent/guardian signature only*)

Parent/Guardian signature is required for all students under the age of 18.

Parent/Guardian Name: _____
(*print*)

Parent/Guardian Signature: _____