

# Adult Waiver

## AGREEMENT FOR WAIVER AND RELEASE, ASSUMPTION OF RISKS & INDEMNIFICATION FOR CERAMICS STUDIO

**IMPORTANT NOTICE:** THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT CAREFULLY. NO ADMITTANCE TO THE STUDIO WILL BE GRANTED WITHOUT PROPER REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCE TO THE “UNDERSIGNED” MEANS YOU.

I \_\_\_\_\_ (print first & last name), presently of \_\_\_\_\_ (print address), hereby WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE Cassidy Linden and Cass Ceramics as well as its and their agents, employees, officers, directors, affiliates, heirs, successors and assigns (collectively, the “Released Parties”), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, or may acquire, arising from or in any way related to my participation in this event, or in any subsequent events or activities conducted by, on the premises of, or for the benefit of, the Released Parties.

I understand that ceramics can be a dangerous activity and that there is risk of injury, including severe personal injury, arising from these activities. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have or may acquire against the Released Parties to such activity, including claims in tort, contract, equity, premises liability or otherwise.

I knowingly, voluntarily, and freely assume all risks of the studio through the Released Parties. I fully understand the nature of ceramic creation and all related activities, and I am qualified, in good health, eighteen (18) years of age or older and in proper physical condition to participate therein. I acknowledge and agree that if at any time I believe conditions to be unsafe,

I will immediately notify an administrator of the studio and discontinue participation in the activity.

I have read, understood and fully agreed to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I am giving up considerable future legal rights that I may have or obtain by virtue of my participation in this and future participation at the studio. I am signing this Agreement freely and voluntarily, under no duress, and with a full and complete understanding of its terms. My signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all current and future liability to the full extent of the law.

If any term or provision of this Agreement is found by a court of competent jurisdiction to

be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### PHOTO RELEASE

I hereby grant to the Released Parties the right to take photographs of me, my projects and my participation at the studio and future such workshops, classes, and gallery events and irrevocably grant to the Released Parties all right, title and interest in and to the photographs for use in all markets and media, worldwide, in perpetuity. I authorize the Released Parties to copyright, use and publish the photographs in print and/or electronically, and agree that the Released Parties may use such photographs for any lawful purpose, including, but not limited to,

marketing, advertising, publicity, illustration, training and Web content. By initialing here, I agree to this provision.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

CassCeramic Studios and Gallery

533 San Pablo Avenue

Albany, Ca. 94706

[casslinden4@gmail.com](mailto:casslinden4@gmail.com)

510.734.9271