

# Waiver of Liability and Release – Spillin’ Sunshine Stained Glass Studio - Hands-On Class

Please Read Carefully Before Signing

In consideration of being permitted to participate in the Stained Glass Hands-On Class (hereinafter "the Class") offered by Spillin’ Sunshine Glass Studio, located at 5676 n Del Rey Clovis, Ca 93619, I, the undersigned participant, acknowledge and agree to the following terms and conditions:

1. Acknowledgment of Risks: I understand and acknowledge that participation in stained glass creation involves inherent risks, hazards, and dangers, which may include, but are not limited to:  
\* Cuts and Lacerations: From handling glass, tools (cutters, grinders, pliers), and soldering equipment.

\* Burns: From soldering irons, hot solder, or heated glass. \* Inhalation Hazards: From solder fumes containing lead, grinding dust, and flux fumes. \* Eye Injuries: From flying glass shards or solder splatters. \* Skin Irritation: From contact with flux, chemicals, or solder. \* Slips, Trips, and Falls: In the studio environment. \* Allergic Reactions: To materials used (e.g., solder, flux, copper foil). \* Property Damage: To personal belongings. I understand that these risks cannot be entirely eliminated and that injuries may occur despite reasonable precautions taken by Spillin’ Sunshine Stained Glass Studio.

2. Assumption of Risk: I voluntarily assume all risks, known and unknown, associated with my participation in the Class, including but not limited to those described above. I understand that my participation is purely voluntary, and I elect to participate despite the risks.

3. Health and Safety Precautions: I confirm that I am in good physical condition and have no medical conditions that would prevent me from safely participating in the Class. I agree to: \* Follow all instructions, safety guidelines, and procedures provided by the instructors of Spillin’ Sunshine Stained Glass Studio. \* Wear appropriate personal protective equipment (PPE) as required, including safety glasses/goggles, closed-toe shoes, and protective clothing. \* Report any equipment malfunctions, unsafe conditions, or injuries to the instructor immediately. \* Inform the instructor of any allergies or sensitivities I may have.

4. Release and Waiver of Liability: I hereby release, waive, discharge, and covenant not to sue Spillin’ Sunshine Stained Glass Studio, its owners, instructors, employees, agents, representatives, and volunteers (hereinafter "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any loss or damage to property belonging to me, whether caused by the negligence of the Released Parties or otherwise, while participating in the Class, or while in or upon the premises where the Class is being conducted.

5. Indemnification: I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including reasonable attorneys' fees, that they may incur due to my participation in the Class, whether caused by my negligence or otherwise.

6. Medical Treatment Consent : In the event of an injury or medical emergency during the Class, I authorize Spillin’ Sunshine Stained Glass Studio personnel to seek and obtain emergency

medical attention on my behalf, including transportation to a medical facility, if necessary. I understand that I will be responsible for any costs associated with such medical treatment.

7. Photography/Video Release: I grant Spillin' Sunshine Stained Glass Studio permission to use photographs and/or video recordings taken of me during the Class for promotional and marketing purposes, including but not limited to, website, social media, brochures, and advertisements, without further compensation or notification. (If you do not wish to grant this, please initial here: \_\_\_\_\_)

8. Severability: If any portion of this Waiver is held to be invalid or unenforceable, the remainder of the Waiver shall remain in full force and effect.

9. Governing Law: This Waiver shall be governed by and construed in accordance with the laws of the State of California.

I have read this Waiver of Liability and Release, understand all its terms, and I voluntarily agree to be bound by them. I understand that I am giving up substantial rights, including my right to sue.

Participant's Name (Printed): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Participants Address: \_\_\_\_\_

Participants Phone Number: \_\_\_\_\_

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