



**DANDY CRAFTING CO.**  
**Release and Waiver of Liability – User and Indemnity Agreement**

**NOTICE:** Please read this entire Waiver carefully before signing. By signing this Waiver, you give up certain legal rights.

In exchange for participation in the crafting activities and services provided by Dandy Crafting Co. LLC, (“Dandy Crafting Co.”) and/or use of the property, facilities, and/or other products or services (the “Activities”), I, an adult participant, or parent or legal guardian (Parent) of a minor (individual less than 18 years old) participant, for myself and on behalf of the minor, acknowledge and agree to the terms of this Release and Waiver of Liability and Indemnity Agreement (“Agreement”).

**Activities:** Activities and services offered by Dandy Crafting Co. include arts and craft projects and instruction. Participation in these activities may require the use of scissors, knives, glue, hazardous liquids and chemicals, sharp tools and objects, small tools and objects, heavy objects, paint, markers, pencils, painting tools, papers, hot glue guns, dangerous equipment, fabrics, plastics, rulers, staples and fasteners, pins and needles, flammable liquids and materials, and various other items not named here. Activities may occur on premises not owned or controlled by Dandy Crafting Co.

**Agree to Follow Directions:** I agree to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions, whether written or oral, given by Dandy Crafting Co., its employees or agents.

**Release and Indemnity.** I, an adult participant or Parent (for myself and on behalf of the minor participant) agree to release and not to sue Dandy Crafting Co. LLC and its respective owners, members, employees, agents, volunteers, and staff (“Released Parties”) with respect to any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property suffered by me or by the minor participant, arising in whole or part from my (or the minor participant’s) participation in or attendance at Dandy Crafting Co. activities or events. In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney’s fees) Released Parties from any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property, brought by me or by or on behalf of the minor participant, another participant, a member of my, or the minor participant’s, family, or anyone else, arising out of or in any way related to a loss suffered by me or the minor participant, or caused by me or the minor participant. This agreement to indemnify includes my agreement to indemnify Dandy Crafting Co. for property damage caused by me or my child to Dandy Crafting Co.’s property or the property of others. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not gross negligence of a Released Party.

**Risks & Assumption of Risks.** I understand and acknowledge that there are dangers and risks (“risks”) involved in participating in activities offered by Dandy Crafting Co., or by being in the vicinity of activities offered by Dandy Crafting Co., that can cause injury (including permanent disability), property damage, death, or other loss to me, my child, or others. These risks include, but are not limited to: falling down, tripping; back, bone, joint, head, neck, muscle or spinal injuries; cuts, scrapes, burns, skin irritation, skin staining, eye injuries; choking; allergies; poisoning; equipment malfunctions or failure; heat stroke, heat exhaustion, sunburn, dehydration, or other bodily injuries; damage to clothing and/or damage or loss to my property or the property of others; negligence, misjudgments, acts, or omissions by participant, others, and/or Dandy Crafting Co.; and participant’s personal health risks. The risks listed in this Waiver are not exhaustive. Other risks may exist. Dandy Crafting Co. cannot guarantee my or my child’s safety or eliminate any of these risks. If I am the Parent of a minor participant, I have discussed the risks with the minor participant, who understands and accepts them. Participant is voluntarily participating with knowledge of the risks. Participant (and the Parent of a minor) assumes and accepts full responsibility for participant, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death, or other loss suffered by participant (and the parent of a minor), resulting from those risks, including the risk of participant’s own negligence or other misconduct.

**Other Provisions.** I agree to read all warning labels on each product before use and to follow all instructions provided by Dandy Crafting Co.. This agreement shall be governed by Ohio Law without giving effect to any choice or conflict of law rule. If any term or provision of this Waiver is held to be illegal or unenforceable under applicable law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver constitutes the sole and entire agreement of the parties to this agreement.

This Waiver replaces and supersedes any former Dandy Crafting Co. Waiver, and any oral or written statements made by or to me/my child at any time by anyone in connection with any Dandy Crafting Co. activities. This Waiver is effective from the date signed until a subsequent Waiver is signed by Participant or Parent. I understand that I cannot terminate, cancel, or revoke this Waiver for any reason. I authorize Dandy Crafting Co. to obtain or provide medical care to participant and agree that I will be responsible for the payment of any and all medical services rendered. I also give permission for media coverage of participant to be disseminated for public relations purposes without any personal compensation.

**Fees.** I agree to pay for all damages to any Dandy Crafting Co. supplies or tools, facilities or any other property of Dandy Crafting Co. caused by any negligent, reckless, or willful actions or misuse by me. In no event shall Dandy Crafting Co. be liable for any indirect, incidental, special, exemplary, punitive or consequential damages.

I understand and acknowledge that full payment is required by the start of each Event or Activity, and that there is a \$30 returned check charge for any checks or debit transactions returned by the bank or other financial institution. I understand that classes or other offerings that are cancelled due to inclement weather, instructor illness, or other disruption beyond our control, may be rescheduled or replaced with alternative programming to complete the scheduled offering. I understand that if I need to cancel a class for personal reasons, that I must do so by email at [info@dandycraftingco.com](mailto:info@dandycraftingco.com), and check the cancellation policy that is specific to the offering I signed up for. I understand that no refunds or credits will be given for late cancellation of a class, camp, workshop, or special event, but may be eligible for transfer to another client or offering on a case by case basis.

This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written agreement of all parties—including Dandy Crafting Co.

**Disclaimer of Warranties.** All Dandy Crafting Co activities are sold “as is” and hereby forever disclaims any and all warranties with respect to any and all of the same, including any warranty implied by law, whether of merchant ability, fitness for a particular purposes or otherwise, all of which are expressly disclaimed and excluded.

**Miscellaneous.** This Agreement constitutes the sole and entire agreement of Dandy Crafting Co. and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Franklin County, Ohio and I hereby consent to the exclusive jurisdiction of such courts. Forum selection clause – any disputes or disagreements should must be held in Franklin County, Ohio.

**COVID-19 Pre-Screening:** I understand that MASKS ARE REQUIRED TO ENTER THE SPACE for ages 5+ for as long as health and government authorities deem it necessary or beneficial, and that I am responsible for checking my and my parties temperature within an hour of arriving at the activity. It is also imperative that the following statements are true.

PLEASE RESCHEDULE if you cannot claim any of the following statements to be true for you before your visit.

I, or any member of my party, have not been exposed to COVID-19 or believe that we have been exposed.

I, or any member of my party, have not traveled to or from a high risk geographic area in the past 14 days.

I, or any member of my party, have not had any of the following symptoms in the last 14 days.

- Fever above 100.3 degrees Fahrenheit
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Muscle aches or headache
- Sore throat/Difficulty swallowing
- New loss of taste or smell
- Severe fatigue or unexplained fatigue
- Runny Nose or nasal congestion
- Sneezing
- Nausea/vomiting, diarrhea, abdominal pain

If at any time myself or my party’s symptoms or exposure changes and any of the above statements become not true, I will notify Dandy Crafting Co. immediately by email at [info@dandycraftingco.com](mailto:info@dandycraftingco.com) and reschedule.

**Photo Consent:** I acknowledge that during the activities, my photo and/or video may be taken and therefore release such photos/videos for use in Dandy Crafting Co. marketing and advertising including, print, website and social media. I agree that Dandy Crafting Co., LLC may use the below named attendee’s photograph in the routine promotion of its classes and activities and other non-commercial applications. I understand that my photograph or likeness, and/or my minor child’s photograph or likeness, may be published to social media and/or the Dandy Crafting Co. website, and/or may be posted on other promotional material or in other promotional media. I understand that the decision to post any such photograph or likeness is a decision committed solely and exclusively to Dandy Crafting Co.

**I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED. I UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT, INCLUDING (A) RELEASING THE RELEASEES FROM ALL LIABILITY, (B) PROMISING NOT TO SUE THE RELEASEES, (C) ASSUMING ALL RISKS OF PARTICIPATING IN THE WORKSHOP AND PERFORMING ANY ACTIVITIES AND (D) ASSUMING PERSONAL RESPONSIBILITY FOR ALL PHYSICAL AND ECONOMIC CONSEQUENCES INCURRED BY ME IN CONNECTION THEREWITH. I ACKNOWLEDGE AND REPRESENT THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE. I AM VOLUNTARILY SURRENDERING CERTAIN RIGHTS.**

**I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY THE SAME.**

Printed Name:

Signed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Children(s) Names:

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**Emergency Contact In Case of Emergency, please call:**

Name:

Relationship:

\_\_\_\_\_

Phone Number: