

Rockwall Sewing School – LIABILITY RELEASE, WAIVER & ASSUMPTION OF RISK

V1.0 – Effective August 29, 2026

By electronically accepting this agreement, the individual accepting it ("I") acknowledges and agrees to the following terms.

If I am the participant, I agree to these terms on my own behalf. If I am accepting this agreement for a participant under 18 years of age, I represent that I am the participant's parent or legal guardian and have authority to accept this agreement on the participant's behalf.

1. PARTICIPATION AND ACKNOWLEDGMENT OF RISK

I understand that participation in classes, workshops, camps, and other activities offered by **Rockwall Sewing School LLC** ("RSS") may involve sewing, crochet, crafting, fashion, and related activities.

These activities may involve the use of sewing machines, needles, pins, scissors, rotary cutters, irons, pressing equipment, electrical equipment, hand tools, fabrics, cords, and other materials and equipment.

I understand that participation involves inherent and reasonably foreseeable risks, including, but not limited to:

- Cuts, punctures, and needle injuries;
- Burns from irons, pressing equipment, or other heated surfaces;
- Pinched, crushed, or otherwise injured fingers or hands;
- Injuries involving scissors, rotary cutters, needles, pins, or other sharp tools;
- Injuries associated with moving parts of sewing machines or other equipment;
- Slips, trips, and falls;
- Allergic reactions or sensitivities involving fabrics, fibers, adhesives, or other materials;
- Injuries resulting from the use or misuse of sewing machines, tools, equipment, or materials; and
- Other injuries associated with sewing, crochet, crafting, fashion, or related activities.

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I acknowledge that RSS provides instruction concerning the safe and appropriate use of equipment. However, I understand that participation in these activities cannot be made completely free from risk.

2. ASSUMPTION OF RISK

I knowingly and voluntarily assume the inherent and reasonably foreseeable risks associated with participation in RSS activities.

If I am accepting this agreement for a minor participant, I knowingly and voluntarily permit the minor to participate in these activities with knowledge of the risks described in this agreement.

I understand and agree that participants must comply with all safety rules, instructor directions, classroom requirements, and equipment-use requirements established by RSS.

RSS may restrict or discontinue a participant's use of equipment or participation in an activity if the participant fails to follow safety instructions or if RSS determines that continued participation may present a safety risk to the participant or others.

2.1 PARENT OR GUARDIAN CONSENT

If the participant is under 18, I voluntarily authorize the minor's participation with knowledge of the risks, equipment, and activities described in this agreement. I agree to accurately disclose information reasonably necessary for the minor's safe participation, ensure that the minor follows RSS safety rules, and remain available through the emergency contact information provided during registration.

3. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I EXPRESSLY RELEASE, WAIVE, AND FOREVER DISCHARGE RSS, TOGETHER WITH ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSTRUCTORS, CONTRACTORS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS ARISING OUT OF OR RELATED TO PARTICIPATION IN RSS ACTIVITIES, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

I UNDERSTAND THAT THIS RELEASE EXPRESSLY INCLUDES CLAIMS ALLEGING THAT RSS OR ANOTHER RELEASED PARTY WAS ORDINARILY NEGLIGENCE.

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I understand that by accepting this agreement, I am giving up certain legal rights, including the right to bring certain claims against the Released Parties for injuries, damages, or losses resulting from their ordinary negligence.

This release is intended to apply only to the fullest extent permitted by Texas law and does not release any claim or liability that cannot legally be released.

This release does not apply to claims arising from gross negligence, reckless misconduct, intentional misconduct, fraud, or any duty or liability that cannot legally be waived or released in advance. The inclusion of these exclusions does not create liability where none otherwise exists.

3.1 CLAIMS INVOLVING MINOR PARTICIPANTS

If I am signing for a minor participant, I intend to release my own individual and derivative claims, including claims for medical expenses or other losses incurred by me arising from the minor's participation, to the fullest extent permitted by Texas law. Nothing in this agreement is intended to waive or release a minor participant's claim when applicable law does not permit a parent or legal guardian to waive that claim in advance.

3.2 INDEMNIFICATION AND HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISING DIRECTLY FROM THE PARTICIPANT'S INTENTIONAL MISCONDUCT, RECKLESS CONDUCT, UNAUTHORIZED USE OR DELIBERATE MISUSE OF EQUIPMENT, OR INTENTIONAL OR RECKLESS DAMAGE TO THE PROPERTY OF RSS OR ANOTHER PERSON.

This indemnification obligation is intended to apply only to the fullest extent permitted by applicable law and does not require indemnification for any liability for which indemnification is prohibited by law.

4. PARTICIPANT SAFETY REQUIREMENTS

I understand and agree that participants are required to:

- Follow instructions provided by RSS instructors and staff;
- Operate sewing machines, irons, scissors, rotary cutters, needles, and other equipment only as instructed;

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- Use equipment only when authorized by an instructor;
- Promptly report damaged or malfunctioning equipment;
- Promptly report injuries, accidents, or unsafe conditions;
- Keep fingers, hair, loose clothing, jewelry, and other objects away from moving sewing-machine components as instructed;
- Exercise appropriate care when handling needles, pins, scissors, rotary cutters, irons, and other potentially hazardous equipment;
- Refrain from running, horseplay, or intentionally unsafe conduct; and
- Follow all classroom, facility, and equipment safety rules.

Failure to comply with these requirements may result in restriction from equipment or removal from a class or activity when RSS determines that such action is appropriate for safety.

5. EMERGENCY MEDICAL POLICY

The RSS Medical Emergency Policy is incorporated into and made part of this Agreement. Emergency medical procedures, first aid, emergency medical services, transportation, medications, medical conditions, allergies, and medical expenses are governed by that policy.

6. PERSONAL PROPERTY

I understand that participants may bring personal sewing machines, tools, supplies, clothing, electronic devices, projects, or other personal property to RSS.

RSS is not responsible for loss, theft, or damage to personal property except to the extent responsibility is imposed by applicable law.

7. SEVERABILITY

If any provision or portion of this agreement is determined to be invalid, unlawful, or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

8. GOVERNING LAW

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This agreement is governed by Texas law. To the extent permitted by law, any lawsuit arising from this agreement or participation in RSS activities must be filed in a court of competent jurisdiction in the Texas county where the applicable RSS activity occurred, unless the parties agree otherwise in writing or applicable law requires another venue.

8.1 COMPLETE AGREEMENT

This agreement, together with the RSS policies expressly incorporated into it, constitutes the agreement concerning assumption of risk and release of liability. No oral statement modifies this agreement. Any waiver or amendment by RSS must be in writing. If an incorporated policy conflicts with this Liability Release concerning the release or assumption of risk, this Liability Release controls.

9. ELECTRONIC ACKNOWLEDGMENT AND ACCEPTANCE

By selecting "**Yes**", or another electronic acknowledgment presented with this agreement, I confirm that:

- I have read and understand this I have read and understand this Liability Release, Waiver & Assumption of Risk;
- I understand that participation in RSS activities involves risks of injury;
- I understand that this agreement contains a release and waiver of certain legal rights;
- I voluntarily accept the terms of this agreement;
- I understand that the release includes certain claims arising from the ordinary negligence of RSS or another Released Party;
- If I am accepting for a participant under 18 years of age, I am the participant's parent or legal guardian and have authority to accept these terms on the participant's behalf; and
- My electronic acceptance is intended to constitute my acknowledgment and agreement to these terms.

RSS may maintain participant and account information separately in its registration system. The electronic record should identify the participant, the accepting adult, the adult's relationship to a minor participant, the date and time of acceptance, the version of this agreement accepted, and available account-authentication or transaction

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information. The person accepting must be given a reasonable opportunity to review this agreement before affirmatively selecting the acceptance option. No handwritten signature is required when the electronic acceptance is properly recorded and attributable to the accepting person.

Rockwall Sewing School LLC

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