

LIABILITY WAIVER AND USER AGREEMENT – Robin Smart Studios LLC

WAIVER OF LIABILITY, PHOTOGRAPHY/VIDEO RELEASE & INDEMNIFICATION AGREEMENT

I hereby **waive, release** and **discharge** all claims and damages for personal injury, death, or property damage which I, or my minor children, may sustain or which may occur as a result of my own participation, or that of my minor children, with ROBIN SMART STUDIOS LLC (**Turkey Foot Pottery, Clay & Craft Studio**) herein known as **ROBIN SMART STUDIOS LLC**.

I further understand and agree that:

1. This release is intended to discharge in advance ROBIN SMART STUDIOS LLC, its owners, officers, employees, contractors, directors, agents and successors from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with my participation or my minor children's participation in ROBIN SMART STUDIOS LLC activities.
2. Such activities may be of a hazardous, strenuous, and/or physical nature, cause injuries and participation in said activities may result in injury, death, or property damage.
3. Products used at the studio can expose you to chemicals, including crystalline silica, which is known cause cancer or birth defects or other reproductive harm. **Clay may contain small amounts of mold.**
4. Knowing the risk involved, nevertheless, I voluntarily request permission for myself or my minor child to participate in said activities.
5. I hereby assume all risks of injury, death, or property damage and to release and hold harmless ROBIN SMART STUDIOS LLC, its officers, employees, contractors & agents, except for their sole negligence or intentional acts.
6. This waiver, release and assumption of risk is binding on me and my heirs and assigns.
7. I will indemnify and hold ROBIN SMART STUDIOS LLC harmless from any loss, liability, damage, cost or expense, including litigation, which it may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities.
8. I will compensate you for any loss, damage, or cost ROBIN SMART STUDIOS LLC may incur if any litigation arises due to any claim made by myself, said minors, or by anyone on said minor's behalf.
9. ROBIN SMART STUDIOS LLC is not responsible for unattended children on the premises.
10. I expressly allow, and hereby waive any objection to, ROBIN SMART STUDIOS LLC photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in ROBIN SMART STUDIOS LLC programs.
11. I understand and agree that all photographs and videotapes will remain the property of ROBIN SMART STUDIOS LLC, and that ROBIN SMART STUDIOS LLC may use such photographs or videotapes for archival and promotional purposes.
12. I understand and agree ROBIN SMART STUDIOS LLC is not responsible for items created in the studio which are to be handled by ROBIN SMART STUDIOS LLC and **does not guarantee that your items will survive the handling during trimming, firing, glazing and transporting of your items.**

COVID-19 / NON ILLNESS - LIABILITY RELEASE WAIVER

Due to the outbreak of COVID-19, we are doing everything we can to protect you, our clients, community, and staff. We ask that our clients and customers disclose their health history. Symptoms of COVID-19 include: Fever or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting, Diarrhea.

I agree to the following:

MASKS ARE OPTIONAL

- I, nor members of my household, have not experienced any of the symptoms listed above within the last 14 days.
- I, nor members of my household, have not travelled internationally in the last 14 days.
- I, nor members of my household, do not believe that we have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I, nor members of my household, have not been diagnosed with COVID-19 within the last 30 days.
- If I take any steps to make a claim for damages against ROBIN SMART STUDIOS LLC, its agents, employees, contractors, or any other released parties, I shall be obligated to pay for all attorney's fees and costs incurred because of such a claim.
- I/we are all feeling good today and do not have any illness that we are aware of.

I have carefully read this Waiver of Liability, **Photography/Videotape Release, COVID19** Release and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and ROBIN SMART STUDIOS LLC, and that I sign it of my own free will.

NOTE: The \$50 fee is for the class only. The firing and glaze fees for each piece is \$5-7 (\$10 minimum). Due at time of pickup.

DATE: _____

Print Name _____ Sign Name _____

Print Name _____ Sign Name _____

Print Name _____ Sign Name _____

Print Name _____ Sign Name _____

For younger student or single potter.

In case of emergency: Name _____ Phone _____