Liability Waiver and General Release for Clay Studio Members

This Liability Waiver and General Release (“Agreement”) is made between the undersigned individual (“Member”) and the Lost Province Center for Cultural Arts (“LPCCA”) and applies to all use of the clay studio facilities, equipment, materials, and participation in programs associated with the studio.

# Purpose of Agreement

The purpose of this Agreement is to inform all clay studio members of the inherent risks and responsibilities associated with studio membership and usage, and to clarify the voluntary release of liability on behalf of LPCCA. This waiver must be signed by each member prior to participating in studio activities and will remain in force for the duration of membership. If a membership lapses and is later restarted, a new signed waiver will be required.

# Acknowledgement of Risks

By signing below, I fully acknowledge that I have been informed and warned about the potential harmful exposure and risks involved in working with clay, glazes, chemicals, and related materials, including but not limited to:

* Exposure to dust, fumes, and chemicals that may be hazardous to my health.
* Physical risks such as cuts, burns, sprains, strains, and other injuries that may occur due to use of tools, equipment, or studio facilities.
* Risks associated with use of shared studio spaces, including but not limited to slips, falls, and collisions.
* Risks inherent to the clay studio being housed in an old building, including but not limited to uneven flooring, outdated infrastructure, and other potential hazards.
* Risks related to unstaffed studio hours: I am aware that the studio is not staffed during all opening hours and accept responsibility for my own safety and actions during those times.

# Studio Security and Member Responsibilities

I acknowledge that for the safety of all members, security cameras are in place within and around the clay studio. I understand that these cameras are intended for security and monitoring purposes only.

I further acknowledge that I am responsible for locking the building upon departure. If I am the last person to leave the premises, I agree to ensure the following before exiting:

* All windows are properly closed and secured.
* All lights are turned off.
* All doors, including exterior and interior, are properly locked.

I understand that failure to comply with these responsibilities may compromise the safety and security of studio members and property. I am also aware that the safest exit is the end of the hallway without steps.

# Release of Liability

In consideration of being permitted to participate in activities and use the studio facilities, I, for myself, my heirs, executors, administrators, and assigns, do hereby waive, release, and discharge LPCCA, its officers, directors, employees, volunteers, contractors, and agents from any and all liability for any injury to my person or property, including any injury or loss caused by the negligence of any person or entity affiliated with the studio or program. This release applies to all events, programs, workshops, and general use of the studio space, materials, tools, and equipment.

I understand and agree that this release is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina. If any portion of this Agreement is held to be invalid by a court of law, it is agreed that the remainder shall continue in full legal force and effect.

# Agreement to Indemnify

I agree to indemnify and hold harmless LPCCA and all affiliated parties from any claims, demands, causes of action, losses, liabilities, damages, costs, or expenses (including reasonable attorney’s fees) arising from or related to my participation in studio activities or use of the facilities and equipment.

# Annual Waiver Requirement

I acknowledge that every studio member is required to sign this waiver annually, or whenever a membership has lapsed and is then restarted. A hard copy and electronic copy of my signed waiver will be kept on file for the duration of my membership.

Additional Terms

* LPCCA reserves the right to update or modify studio policies, procedures, and this waiver as necessary for the safety and operation of the facility.
* Violation of studio policies or failure to abide by the terms of this waiver may result in suspension or termination of membership.

# Understanding and Voluntary Acceptance

I have read and understand all of the provisions of this Agreement. I acknowledge that by signing below, I am voluntarily giving up certain legal rights, including the right to sue LPCCA for injuries or damages that may arise in connection with my use of the clay studio. I affirm that I am at least eighteen (18) years of age, or that my parent or legal guardian has signed below if I am under eighteen (18) years of age.

# Signatures

Please complete the following information as confirmation of your understanding and acceptance of this Agreement:

By signing this document, I certify that I have read, understand, and voluntarily agree to all terms and provisions contained within this Liability Waiver and General Release. I accept all risks associated with use of the clay studio and release the Lost Province Center for Cultural Arts from all liability as specified above.

Please print your name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Witnessed by (printed name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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