

Release of Liability Form

Comprehensive Waiver and Assumption of Risk Agreement

Personal Information

Name_____

Email Address_____

Phone Number_____

Date of Class_____

Emergency Contact Information

Name_____

Relationship_____ Phone Number_____

Stained Glass Class Waiver and Safety Requirements

Please carefully read the safety requirements and waiver below. Your safety and comfort during class is our priority. Please follow the safety requirements below. Let us know if I can help answer any questions you may have about what to expect during your class or if you are unable to follow any safety requirements.

Contact Stained Glass Studio anytime at 718-500-0496 or email stainedglassstudioipc@gmail.com for additional information and questions.

Safety Requirements

1. Always wear safety glasses, when cutting glass and using equipment. (provided)

2. What to wear: Keep long hair tied back. Do not wear articles of clothing or jewelry that hang off the body. Avoid wearing synthetic fabrics. Clothing with 100% natural fibers is recommended. Do not wear open toed or open heeled footwear (i.e., flip-flops, sandals or clogs). Clothing that covers the legs is recommended. (pants, slacks, tights, skirts)

3. Do not move sheets of glass over 18" x 18" or use any equipment without an instructor present.

4. When soldering, never place the soldering iron down on the table. Always use the holder provided. Always solder in a well-ventilated area with provided mask. Stained glass soldering is not recommended for pregnant women as the solder used contains lead. If you are pregnant, please notify the instructor.

5. Never consume food or drink while soldering or when applying chemical patinas. The greatest risk of lead exposure is through ingestion. With proper precautions however, working with stained glass solder is quite safe. Participants will use gloves and thoroughly wash hands after soldering and after coming in contact with chemical patinas.

6. Stained glass class participants are required to complete and sign a liability waiver, and read and agree to abide by the safety procedures as outlined by Studio IPC, LLC.

7. Participants under the age of 18 must have approval from the instructor as well as a parent or guardian to enroll in stained glass classes and complete the required minor waiver.

Release and Waiver of Liability Agreement

This RELEASE AND WAIVER OF LIABILITY AGREEMENT (“Release”) is made and provided to the person signing below (“Participant”) on behalf of Studio IPC LLC dba-Stained Glass Studio (“Company”), who is willing to permit the Participant to enter the property and participate in an activity. Company is the owner/operator/sponsor of an activity where participants create stained glass art. (“Activity”) and is willing to permit the Participant signing this Agreement to participate in the Activity, upon the terms and conditions of this Agreement. All or some of the Activity may take place on the Company’s premises or property (“Premises”) located at 300 5th Avenue, Brooklyn, NY 11215. The Participant desires to enter the Premises to engage in various types of glassmaking and art activity. Participant acknowledges and agrees that entering into this Release is required as a condition to entering and/or using the Premises and participating in the Activity. This Release shall be effective on the date of its execution and delivery by the Participant. The Company and Participants may be collectively referred to as (the “Parties”). In consideration for being provided the ability to participate in the Activity and enter the Premises, the undersigned, on behalf of Participant, Participant’s personal representative, heirs, and next of kin, does hereby stipulate and agree:

Use of Premises for Activity Only.

I understand and agree that I may only use the Premises and designated areas allocated for the Activity set forth in this Release and Waiver of Liability agreement during my registered class time. I further agree that I am responsible for the proper use and care of the Premises and any of Company’s property thereon included by not limited to any tools or supplies owned by Company, and that I will be liable for the replacement cost of any Company property which is damaged, destroyed or lost.

Assumption of Risk.

I understand and acknowledge that the Activity I want to participate in may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. Such risks and dangers may be caused by my

own actions or inactions, the actions or inactions of other participants in the Activity, the condition of the Property, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 3 of this Release). I also acknowledge that any injuries I may sustain may be compounded or increased by negligent or delayed rescue operations I understand that the Activity may not be supervised and that the Company does not provide medical services.

I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE PREMISES AND PARTICIPATION IN ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE COMPANY.

Participant's Representations.

I acknowledge that: (1) I am physically capable to participate in the Activities with no known underlying medical conditions that have not been cleared by my medical professionals; (2) I will at all times adhere to the Company's rules safety procedures while using fitness equipment and participating in the Activities as a participant or spectator; (3) I shall at all times follow all the rules and regulations for the Activity and the Premises, as may be established or modified by the Company and/or landlord; (4) I have informed myself about the Activities and the physical requirements that will be involved in the Activity, either by previous participation in the Activity or pursuant to inquiries submitted to the Company; (5) I have fully read and understood each of the provisions of this Release, and prior to signing this Release had the opportunity to ask the Company questions.

Release from Liability.

I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises and participation in the Activity, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activity is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises or participating in the Activity.

Covenant Not to Sue.

I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises or while participating in the Activity.

Indemnification.

I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Premises or participation in any Activities on the Premises.

Medical Treatment Release.

I hereby authorize the Company to secure, and I consent to, any medical treatment that may be given to me should the Company determine, in its sole discretion, that I need medical care, as a result of my being on the Premises or from participating in the Activity. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

Responsibility for Personal Property.

I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises or that I use during the Activity, and that the Company will not be responsible for or provide any security for my property and personal belongings.

No Representations by Company.

I acknowledge that Company makes no representation as to the condition of the Premises or the safety of the Activity or any equipment either on the Premises or used in the Activity. I accept and shall use the Premises, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors, or representatives regarding this agreement or the Premises or Activity, except to the extent such representations are expressly set forth in this agreement.

Governing Law and Venue.

This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Kings County, New York.

Waiver.

No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

Survival.

Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

Compliance with Laws.

In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations of New York.

Severability.

If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

Entire Agreement; Modification; Binding Effect.

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

Signature Section

By signing below, the Signor/Releasor acknowledges that they have read, understood, and voluntarily accept the terms and conditions of this Safety Requirements and Release of Liability Form. The Signor/Releasor further affirms that they are at least 18 years of age or that the form is being signed by a legal guardian on behalf of a minor participant.

- Participant Name: _____
- Signature: _____
- Date: _____

If participant is under 18 years old:

- Parent/Guardian Name: _____
- Parent/Guardian Signature: _____
- Date: _____

Important Notice

WARNING: By signing this Release of Liability Form, you are waiving certain legal rights, including the right to sue. Please read carefully and consult with an attorney if you have any questions or concerns regarding your rights.