

SPOOL STUDIO LLC WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
Member and Guest Form

For good and valuable consideration of the privileges of participation in the Spool Studio LLC Programs and use of Spool Studio facilities I _____, the undersigned (“Participant”), hereby voluntarily enter into this legally binding contractual waiver (“Agreement”). This Agreement is binding upon and inures to the benefit of the parties hereto, their applicable heirs, personal representatives, and assigns. This Agreement may not be assigned and may not be amended without mutual written consent of the parties hereto.

Note that this document includes a Release of Liability which releases Spool Studio LLC and others related to it from liability for personal injuries and other losses resulting from the Participant’s use of the Inspiration Labs facilities and equipment. Please read carefully.

Assumption of Risk: I am fully aware of the unusual risks involved and hazards connected with activities, programs, classes, use of equipment and workshops in the Spool Studio facility (“Programs”). I hereby elect to voluntarily participate in Programs with full knowledge that Programs may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me as a result of being engaged in Programs, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

Liability Release: Participant hereby releases and holds harmless Spool Studio and its members and any other person or entity having an interest in any facilities owned, operated or used by Spool Studio LLC, together with their respective agents, employees, representatives, members, guests, managers, directors or officers (“Releasees”) from any and all liability for injury or damages of any kind, arising out of or connected with Programs, including any claim arising out of or connected with any illness or injury that the Participant may sustain during any Program, and including any liability arising out of any negligent act by any Releasee. Furthermore, I, the undersigned participant (or parent/guardian of a minor participant) understand that participation in a sewing class involves the use of sewing machines, pins, needles, scissors, irons, knitting needles and/or other potentially hazardous materials/tools/items. I acknowledge that while safety precautions will be taken, there is an inherent risk of injury, including but not limited to cuts, burns, bruises etc.

Medical Release and Authorization: Participant warrants that I am physically fit and able to participate in Programs and hereby authorizes any Releasee to seek medical attention and treatment or other measures on Participant’s behalf deemed necessary or advisable in the discretion or judgment of Releasee in the event of an accident, sudden illness, or other condition that occurs while Participant is engaged in any Program. While Releasee may attempt to contact the emergency contact listed below, such contact is not a condition of this medical release. Participant agrees to release the Releasees from any and all liability for such decisions or actions in seeking medical care, and agrees to pay the costs and fees for the medical care or treatment authorized under this medical release and authorization.

Severability: Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Covenant Not to Sue: Participant agrees that Participant will not, under any circumstances, initiate any legal action against Spool Studio LLC or Releasees, nor will Participant assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Participant while participating in Programs. This covenant extends to include the heirs, executors, administrators or assigns of Member.

Dispute Resolution Provision: Any controversy or claim between the parties arising out of this Agreement must be settled by binding arbitration in Hillsborough County, Florida before a mutually agreed upon qualified arbitrator in lieu of judicial proceedings. If the parties cannot agree on an arbitrator, then either party may petition a court of competent jurisdiction for the appointment of a qualified arbitrator. The arbitrator will have no power to change the provisions of this Agreement, but shall have the power to decide all issues in controversy. The determination of the arbitrators will be conclusive and binding upon the parties to this Agreement, and judgment upon the award rendered may be entered in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to an award of reasonable attorney fees and costs.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law's provisions.

Personal Responsibility: Participant further acknowledges that I take complete responsibility to research, study and practice proper safety prior to participating in any Program. I further acknowledge that I am solely, personally responsible for my own safety when participating in Programs.

IN SIGNING, I ACKNOWLEDGE AND REPRESENT THAT I have read this Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent (or if less than eighteen (18) years of age my parent or legal guardian has also signed the Parental Consent and medical release below); and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Printed Name of Participant _____ Date _____

Signature of Participant _____ Date _____

Parental Consent and Medical Release and Authorization

I, the above-named Participant's parent and/or legal guardian, understand the nature of Programs and the Participant's experience and capabilities and believe the Participant to be qualified to participate in Programs. I agree to all of the terms above on behalf of Minor. I, for myself, my personal representatives, heirs, successors, and assignees do hereby release, discharge, waive, and covenant not to sue Spool Studio LLC or other Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by the Participant, or to any property belonging to the Participant, arising out of, connected to, or in any way associated with the Programs. I further hereby agree to indemnify, defend and hold harmless each of the Releasees from any loss, liability, damage or costs they may incur arising out of, connected to, or in any way associated with Participant's participation in Programs. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasees.

I further warrant that Participant is physically fit and able to participate in Programs and hereby authorize any Releasee to seek medical attention and treatment or other measures on Participant's behalf deemed necessary or advisable in the discretion or judgment of Releasee in the event of an accident, sudden illness, or other condition that occurs while Participant is engaged in any Program. I understand that while Releasee may attempt to contact the emergency contact listed below, such contact is not a condition of this medical release. I agree to release the Releasees from any and all liability for such decisions or actions in seeking medical care, and agrees to pay the costs and fees for the medical care or treatment authorized under this medical release and authorization.

Printed Name of Parent or Guardian _____

Date _____

Signature of Parent or Guardian _____

Date _____

*** Emergency Contact (optional) ****

Printed Name _____

Phone Number _____

Date _____