



Release & Waiver

Agreement to release Liability, Assumption of Risk, and Indemnity between the "Undersigned" and Tryon Arts & Crafts, Inc. (hereinafter, TAC)

I _____ (hereinafter, the "Undersigned") reside at

_____ address _____ city _____ state _____ zip code

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I acknowledge that I give up certain legal rights when I sign this document which includes the right to recover damages to personal property, bodily injury, and death as a result of my activities in TAC programs. Furthermore I HEREBY:

1. Acknowledge that there is an inherent danger involved in working in classes with various tools and equipment and that attending TAC programs involves risks that may cause personal injury or death.
2. Voluntarily assume the risk and danger of injury or death inherent in the use of the equipment and tools provided by TAC and its instructors.
3. Release, discharge and promise not to sue TAC, and/or any of its Board of Directors, employees, instructors and agents (hereinafter the "Releasees") for any loss, liability damage or cost whatsoever arising out of or related to any loss, liability, damage or injury (including death) to my person or property.
4. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my educational experience, including but not limited to instruction, working and safety techniques, and maintenance or care of tools and equipment.
5. Indemnify, and save and hold harmless the Releasees from any loss, liability, damage, injury or cost that may arise out of or in any way connected with my use of the tools and equipment provided or any acts or omission of Releasees, or other employees or agents.
6. Agree to abide by, follow instructions and rules established by TAC or any of its instructors, agents, or employees with regard to safety operations in using tools and equipment.
7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the state of North Carolina and is intended to be as broad and inclusive as is permitted by North Carolina law and that in the event any portion of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against TAC or its Board of Directors, employees, instructors and agents for any injury or damage in breach of this contract, the undersigned will pay all attorney fees and costs incurred by TAC in defending such action.
9. The undersigned expressly consents to the use of photographs taken by TAC for publicity purposes.

I have read this document in its entirety and agree to the conditions:

_____ Print Name _____ Signature _____ Date