

Release & Waiver

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



Class/Workshop _____ Instructor _____ Date _____

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 TACS 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 TACS 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 TACS and its instructors.
3. Release, discharge and promise not to sue TACS, and/or any of its Board of Directors, employees, instructors and agents (hereinafter the "Releases") 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 Releases from any claim that such Releases 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, save and hold harmless the Releases 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 Releases, or other employees or agents.
6. Agree to abide by, follow instructions and rules established by TACS or any of its instructors, agents, or employees with regard to safety operations in using tools and equipment.
7. Agree 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 TACS 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 TACS in defending such action.
9. Consent to the use of my likeness, image, video presence, voice or other reproduction by TACS for incidental advertising, website images, media and other purposes. I further understand that no special compensation will be provided for the use of my image and that I may not be informed in advance of the specific use of my image. I understand that unless I opt out of this release, my likeness may be used without my specific permission as deemed appropriate by TACS.
10. I have read this document in its entirety and agree to the conditions:

Print Name

Signature

Date

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