

Smith Works Studios Liability Waiver and User Agreement

Please print and bring to the studio on the day of your event. Everyone must have a waiver signed to participate in SWS activities.

I. Release and Waiver of Liability and Indemnity Agreement

In consideration of my involvement and/or my minor child's involvement with Smith Works Studios LLC, I hereby agree to the terms of this Release and Waiver of Liability and Indemnity Agreement ("Agreement"). I HEREBY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS, and FOREVER DISCHARGE Smith Works Studios LLC and its owners, agents, employees, officers, directors, affiliates, successors, and assigns (collectively, "the Released Parties"), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities, of any and every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation or to my minor child's participation in any of the events or activities offered by, conducted by, on the premises of, or for the benefit of, the Released Parties—provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I fully understand and accept that my waiver and release, indemnification, and discharge of the Released Parties as reflected herein extends fully to any events or activity that takes place at a location other than Smith Works Studios LLC itself. I fully understand that the Events or Activities that I and/or my minor child will participate in have the potential to be or to become dangerous, and that those events or activities likewise have the potential to cause injuries, including bodily injury, damage to personal property, and/or serious bodily injury or even death. On behalf of myself and/or my minor child, and on behalf of my heirs, assigns, and next of kin, I hereby expressly waive and release any and all claims for damages or injuries—whether physical, mental, emotional, or otherwise—sustained by me or to my property, or sustained by my minor child or to his/her property, that I may have as against the Released Parties related to such Event or Activity. I understand that my photograph or likeness, and/or my minor child's photograph or likeness, may be published to social media and/or the Smith Works Studios LLC website, and/or may be posted on other promotional material or in other promotional media. I understand that the decision to post any such photograph or likeness is a decision committed solely and exclusively to Smith Works Studios LLC. If I do not wish a photograph or likeness to be used I understand that I must make this request in writing. I understand and acknowledge that full payment is required by the start of each event or activity, unless otherwise arranged. I understand that classes that are cancelled due to inclement weather or instructor illness may be rescheduled. I understand that if I need to cancel a Class for personal reasons, that I must do so by telephone or email, no later than 9:00 pm the night before the Class is scheduled. I understand that no refunds will be given for late cancellation of a class, and that deposits for CAMPS, WORKSHOPS, and SPECIAL EVENTS are NON-REFUNDABLE and NOT ELIGIBLE FOR CREDIT and NON-TRANSFERRABLE. I understand that if I need to cancel a Class, Workshop, or Special Event, whether for myself or for my minor child, that I must do so no later than SEVEN DAYS before the Workshop, Special Event, or Camp to receive a transfer. I understand that late cancellations are not transferable. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written agreement of all parties—including Smith Works Studios LLC. The provisions of this Agreement will continue in full force and effect even after the termination of the events or activities conducted by, on the premises of, off the premises of, or for the benefit of the Released Parties, whether by agreement, by operation of law, or otherwise. I have read, understand,

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and fully agree to each of the terms of this Agreement. To the best of my knowledge, all of the information provided in Section II below is accurate, and unless otherwise noted in detail on this form, my child has no physical, emotional, or social conditions that make it dangerous for him/her to participate in any event or activity conducted or offered by Smith Works Studios LLC. If any of the information I have provided about my minor child were to change, I understand that it is my responsibility to provide Smith Works Studios LLC. with those changes. I understand and agree that, unless otherwise expressly stated herein, no oral or written representations can or will alter the terms of this document. I agree that this Agreement shall be governed by the laws of the State of Florida. I further understand, confirm, and agree that by signing this Agreement I have given up considerable future legal rights—rights that otherwise may or would have been held by me and/or my minor child absent this Agreement. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of, and INDEMNIFICATION from, all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver, and hereby do so on either my own behalf and/or on the behalf of my minor child.

II. Signatures

Date: _____

Participant Printed Name: _____

Participant Signature: _____

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____

Child's Name(s) _____