

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND NON-DISCLOSURE AGREEMENT

I, (print name) _____, on (date) _____ intend to be legally bound hereby and confirm that I am freely and willingly participating in a The Craft Room, LLC workshop, class or event at its facility or wherever business is conducted.

I fully understand that I will be actively participating in or be exposed to activities that may involve drills, hammers, nail guns, saws, staple guns, hot glue, utility knives, sanders, mallets, screws, nails, latex paint, stain, as well as other power tools, woodworking, carpentry and/or art supplies that may not be listed above. I AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY INJURY OR DAMAGES TO MYSELF, THE CRAFT ROOM, LLC'S PROPERTY, TOOLS, PERSONS AND FACILITY AND ASSUME ANY RESPONSIBILITY OF COSTS THAT MAY INCUR.

I am aware there may be risks of serious harm and injury while attending or participating in The Craft Room, LLC events, classes and workshops using such tools and supplies set forth above, as well as those not listed, and agree to take proper precautions and adhere to safety instructions, recommendations, rules, warnings, and policies at all times – whether given orally or in writing. I recognize that not taking the proper safety precautions and directions – including, but not limited to – wearing masks, gloves and/or goggles, properly using tools and supplies, paying attention to detail and direction - may cause serious and possibly permanent bodily injury or personal property damage and I assume full responsibility if such should occur. These dangers, risks and harms may be caused by the actions or inactions, including the negligence of, The Craft Room, LLC, any of its agents, employees, volunteers, owner, other patrons, or myself. Other risks or losses either known or unknown at this time may also occur. I FULLY UNDERSTAND THE RISKS AND DANGERS SET FORTH ABOVE AND ACCEPT ALL RESPONSIBILITY FOR ANY AND ALL INJURY, LOSSES, DAMAGES AND COSTS THAT MAY OCCUR AS A RESULT OF MY WILLING PARTICIPATION IN OR PRESENCE AT ANY AND ALL THE CRAFT ROOM, LLC WORKSHOPS, CLASSES AND EVENTS.

I further agree to release, discharge, and covenant not to sue The Craft Room, LLC, its owner, agents, employees or volunteers for any injury, loss, damage, loss or harm that may arise out of my participation in or presence at The Craft Room, LLC workshops, classes or any event to be held at the facility whether caused by The Craft Room, LLC, its owner, agents, employees, volunteers, another patron, any third party or myself whether to my person or my personal property. I agree that if I, or anyone on my behalf, makes a claim against The Craft Room, LLC, its owner, agents, employees or volunteers, I WILL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE ABOVE NAMED AND THEIR INSURANCE CARRIERS FOR ANY AND ALL COSTS AND FEES ASSOCIATED WITH ANY SUCH CLAIMS, INCLUDING BUT NOT LIMITED TO, ATTORNEY FEES, COURT COSTS, LITIGATION EXPENSES, JUDGMENTS AND ANY OTHER COSTS THAT MAY ARISE FROM SUCH A CLAIM.

I am fully aware that the legal age to consume alcohol is 21 years of age. I agree that I will not consume alcohol if I am under the age of 21. I assume all responsibility for my actions concerning alcohol consumption. If I choose to consume alcohol, I WILLINGLY ACCEPT ALL AND FULL RESPONSIBILITY FOR ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE THAT MAY OCCUR DUE TO MY CONSUMPTION OF ALCOHOL ON OR OUTSIDE THE PREMISES OF THE CRAFT ROOM, LLC, ONCE I LEAVE THE CRAFT ROOM, LLC'S FACILITY, EVEN IF THERE IS A RESULT FROM THE CRAFT ROOM, LLC'S OR ANY OF ITS AGENTS, EMPLOYEE, VOLUNTEER OR OWNER'S NEGLIGENCE.

I understand that projects, workshops, classes, demonstrations and directions, designs, and concepts are for personal use only. I agree to not sell items made under the direction of The Craft Room, LLC for profit. I agree that I will not take knowledge I gain from The Craft Room, LLC or any of its agents and employees and use it for my own financial gain. I further agree not to share, teach or re-create projects and techniques learned at The Craft Room, LLC's facility or wherever The Craft Room, LLC's business has been conducted.

In addition, I willingly authorize the public release of any photographs, video and audio taken at The Craft Room, LLC's facility or wherever The Craft Room, LLC's business has been conducted.

Governing Law. This Agreement shall be governed and interpreted under the laws of the County of Gloucester, State of New Jersey and under federal law, where applicable.

Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be considered removed from this Agreement and the remaining provisions shall be considered in full force and effect.

Entire Agreement. This Agreement contains the entire agreement of the Parties, and supersedes all other agreements and understandings, if any, written or oral, between the parties.

Waiver of Jury Trial. Any action by, between, or among any party or parties to this agreement with regard to any legal action to interpret or enforce the contract, or arising out of the contract, or otherwise concerning or relating to the contract shall be tried to the court only and not by a jury. For and in consideration of the mutual promises and covenants contained in this contract, each party hereto expressly waives any and all right to demand a trial by jury as part of any complaint, counterclaim, cross claim, third-party action, or any answer or response to any of the aforesaid pleadings.

I HAVE THOROUGHLY READ AND HAVE A COMPLETE AND FULL UNDERSTANDING OF THE CRAFT ROOM, LLC'S POLICIES AND AGREEMENTS. I FURTHER UNDERSTAND THAT BY SIGNING THIS WAIVER, I VOLUNTARILY WAIVE AND SURRENDER SUBSTANTIAL LEGAL RIGHTS THAT I MAY HAVE OTHERWISE HAD. I HAVE SIGNED THIS DOCUMENT FREELY AND WILLINGLY WITHOUT INDUCEMENT, DURESS, OR ANY ASSURANCES. I INTEND FOR THIS AGREEMENT TO BE AN UNCONDITIONAL AND TOTAL RELEASE OF ANY AND ALL LIABILITY ON BEHALF OF THE CRAFT ROOM, LLC.

Participant Signature _____ Date: _____