

Effective _____

Name: _____

Studio 330

Release of All Claims, Assumptions of the Risk, and Permission to Use My Photograph Likeness

To use the studio 330 facilities and equipment, visitors must review the Release of All Claims, Assumptions of the Risk, and Permission to Use My Photograph Likeness, sign and comply with the waiver.

WHEREAS, the undersigned participant, and if applicable, the participant's parent or legal guardian, with full and complete understanding of all hazards, dangers, and risks associated with activities within Studio 330 offered by Samuels Library, Inc. (the Library) hereby voluntarily assume full responsibility and all risk, chance, and hazard for any and all personal and bodily injuries and property damage that may result from participation in activities and through the use of tools, equipment, and other associated materials in utilizing Studio 330.

Assumption of Risk:

The participant, and if applicable the participant's parent or legal guardian, recognize and agree that the participant's use of Studio 330 facilities, tools, equipment, and materials is entirely optional and voluntary. They further understand and agree that such use involves various inherent hazards, dangers, and risks, including without limitation, and only by way of example, the risk of trips, slips, and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes, and other body parts; serious personal injury and illness, paralysis, permanent disability, and even possibly death; electrical shock; impalement; exposure to dust, fumes, smoke, noise, and vibrations; and accidents due to the negligence of other users.

**THE PARTICIPANT, AND IF APPLICABLE THE PARTICIPANT'S PARENT OR LEGAL
GUARDIAN, ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, DAMAGE, OR
PERSONAL INJURY, INCLUDING DEATH, THAT THE PARTICIPANT MAY SUSTAIN, OR ANY**

LOSS OR DAMAGE OF PROPERTY OWNED BY THE PARTICIPANT, AS A RESULT OF ENGAGING IN SUCH ACTIVITIES.

The participant, and if applicable the participant's parent or legal guardian, certify that the participant is physically capable of safely participating in the use and activities of Studio 330 and that all actions necessary to make this determination have been taken.

Release of Liability:

In consideration of the participant being physically capable of safely participating in the use of Studio 330, the participant, and if applicable the participant's parent or legal guardian, hereby waive, release, and forever discharge the Library, and its officers, trustees, directors, employees, agents, and volunteers from any and all claims, liabilities, losses, damages, expenses, actions, and causes of action of every nature and kind arising out of or relating in any way to the activities offered in Studio 330 or while using any Studio 330 facilities, tools, equipment, or materials.

The participant, and if applicable the participant's parent or legal guardian, agree to indemnify and hold harmless the Library and its officers, trustees, directors, employees, agents, and volunteers from any and all personal and bodily injuries, death, and property damage, including costs of investigation, reasonable attorney's fees, expenses, and costs of appeals, arising out of any such claims or suits because of any acts or omissions by the participant.

Publicity Release:

In connection with participation in Studio 330 activities, the participant, and if applicable the participant's parent or legal guardian, understand that the participant may be photographed. Permission is granted for the Library to use such photo, video, or film likeness for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

Code of Conduct:

The participant, and if applicable the participant's parent or legal guardian, agree to comply with all rules, regulations, training and certification, and safety procedures during participation in Studio 330 activities, and recognize that failure to do so may result in injury or damage to the participant or others, for which the participant or guardian may be held liable. Privileges may be revoked for failure to comply with Studio 330 rules, conduct expectations, or other library use policies.

Copyright Infringement:

The Library will not be responsible for any damages to materials or errors in conversions and is not liable for any copyright infringement. Each participant assumes all responsibility

for observing copyright restrictions and other laws when using equipment in Studio 330. The Library reserves the right to refuse any request for conversion services where Library staff determine that a violation of the law may occur as a result of conversion.

Acknowledgment and Signature

The undersigned participant, and if applicable the participant's parent or legal guardian, hereby acknowledge that they have carefully read and fully understand this Waiver and Release of Liability, including the assumption of risk, release, indemnification, publicity, and code of conduct provisions contained herein.

The participant, and if applicable the participant's parent or legal guardian, further acknowledge that participation in Studio 330 activities is voluntary and that the participant is free to decline or discontinue participation at any time.

For Adult Participants:

By signing below, the participant certifies that they are over eighteen (18) years of age and mentally competent to sign this agreement. This Release and Assumption of Risk is binding upon the participant and upon all heirs, executors, administrators, successors, and assigns, and all persons who may claim by or through the participant. The participant acknowledges that they have read and fully understand this Waiver & Release Agreement, understand that they are assuming all risks inherent in participation, and that they are releasing any and all claims that may arise as a result of participation in Studio 330 activities.

For Minor Participants:

By signing below, the parent or legal guardian certifies that they are the parent or legal guardian of the minor named herein, have the legal authority to sign on the minor's behalf, and consent to the minor's participation in Studio 330 activities. The parent or legal guardian agrees to all terms of this Waiver & Release Agreement on behalf of the minor and themselves, and acknowledges that the agreement is binding upon themselves, the minor, and their respective heirs, executors, administrators, successors, and assigns.

If any of the provisions of this Release of All Claims, Assumptions of the Risk, and Permission to Use My Photograph Likeness for any reason become invalid or otherwise unenforced, the remainder of this title Release of All Claims, Assumptions of the Risk, and Permission to Use My Photograph Likeness shall remain in full force and effect.

Participant Name (please print): _____

Participant Signature: _____ **Date:** _____

Parent/Guardian Name (if participant is under 18): _____

Parent/Guardian Signature: _____ **Date:** _____

Library Staff Witness (optional): _____ **Date:** _____