



# Class Registration and Waiver

Participants Name: First \_\_\_\_\_ Last \_\_\_\_\_

Contact information:

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

(optional) email: \_\_\_\_\_

Emergency contact information for youth under the age of 18

Guardian: First \_\_\_\_\_ Last \_\_\_\_\_

Guardian: First \_\_\_\_\_ Last \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Session and class dates: \_\_\_\_\_

**Please sign the *release of liability* and *photo waiver*, and return them with your registration**

**You can scan and email your registration or come check the studio out and hand deliver them. If that doesn't work just confirm with me your classes dates and bring it to the first class.**

## **RELEASE OF LIABILITY**

### **READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity of Ceramic Studio instruction and use organized by Wild Stone Ceramics, of 151 S Railroad St., Buena Vista, Colorado, 81211 and/or use of the property, facilities and services of Wild Stone Ceramics, I agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Wild Stone Ceramics, or the employees, representatives or agents of Wild Stone Ceramics, about but not limited to; pugmill, slab roller, extruder, electric or kick wheels, kiln, ceramic or woodworking tools.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Wild Stone Ceramics for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Wild Stone Ceramics, whether caused by the fault of myself, my family, Wild Stone Ceramics or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Wild Stone Ceramics against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Wild Stone Ceramics.

**4. FEES.** I agree to pay for all damages to the facilities of Wild Stone Ceramics caused by any negligent, reckless, or willful actions by me or my family.

**5. CONSENT.** I, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_,  
Parent or Guardian Minors names

consent to the participation of my \_\_\_\_\_, \_\_\_\_\_, in the activity of Ceramic  
(write- Student, son, daughter or other)

**Studio instruction and use, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of**

\_\_\_\_\_  
Minors Name(s)

**6. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Colorado law.

**7. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Wild Stone Ceramics has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**8. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**9. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**10. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**11. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

### PHOTO RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, I, \_\_\_\_\_, hereby authorize Wild Stone Ceramics permission to use my likeness in a photograph in any and all of its publications, including but not limited to all Wild Stone Ceramics's printed and digital publications. I understand and agree that any photograph using my likeness will become property of Wild Stone Ceramics and will not be returned.

I acknowledge that since my participation with Wild Stone Ceramics is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize Wild Stone Ceramics to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Wild Stone Ceramics's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge Wild Stone Ceramics from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of guardian if under 18 years of age