Art & Connection - A Program of the Reid Family Foundation

ArtRapids! Spring Showcase

WAIVER AND RELEASE OF LIABILITY

Art & Connection provides the gift of possibility and arts, cultural, and connective opportunities to all in need.

In consideration of and in exchange for participation in activities organized at Art & Connection by The Reid Family Foundation (the "Foundation"), and/or use of the property, facilities, and services of Art & Connection the Foundation (together, the "Activities"), as I agree, represent, and warrant, for myself, my heirs, successors, and assigns, as follows:

1. Age: I am at least 18 years of age. If I am not 18 years of age, I have obtained permission from my legal guardian to participate in the Activities.
2. Agreement to Follow Directions: I agree to observe and obey all rules, regulations, and warnings issued by the Foundation from time to time, and further agree to follow any oral instructions or directions given by the Foundation, or the employees, representatives, or agents of the Foundation.
3. Assumption of Risk: I recognize that there are certain inherent risks in participating in the Foundation's Activities, and I assume full responsibility for such risks, whether I am aware of them or not, and whether the risks are of a bodily or psychological nature. I intend my assumption of risk to be as inclusive as possible, including, but not limited to, my participation in both indoor and outdoor Activities, and damage for injury caused by other participants, or third parties.
4. Release and Covenant Not to Sue: On behalf of myself, my heirs, successors, and assigns, I hereby release, waive, and discharge the Foundation, its employees, agents, owners, officers, and attorneys, to the fullest extent allowed under applicable law, of and from all claims, demands, obligations, liabilities, damages, and any claim or demands on account of injury to the person or property or resulting in my death, including, but not limited to, any liability for damage or injury caused by the intentional or negligent acts or omissions of any other participant, or any other person, or the Foundation. I further covenant not to sue the Foundation, or any of its employees, owners, or affiliates, for any such claim that may arise.

5. Indemnification: On behalf of myself, my heirs, successors, and assigns, I hereby agree to indemnify, defend, and hold harmless the Foundation, and its successors, assigns, officers, directors, partners, stockholders, members, managers, employees, agents and affiliates (collectively, the "Indemnified Parties") from and against any and all losses, costs, claims, damages, obligations, liabilities and expenses (including, without limitation, costs of investigation and defense and reasonable attorneys' fees and expenses) incurred by the Indemnified Parties resulting from, arising out of, or related to (i) my presence at or participation in any Activities organized by the Foundation, (ii) my conduct, acts, or omissions during such Activities, (iii) another participant's conduct, acts, or omissions during the Activities, (iv) my travel to or from the situs of the Activities, or (v) this Waiver and Release of Liability.

6. Payment for Damage: I agree to reimburse the Foundation for any damages caused by me as a result of my participation in the Activities.

7. No Duress: I agree and acknowledge that I am under no pressure or duress to agree to this Waiver and Release of Liability and that I have been given a reasonable opportunity to review it before accepting its provisions. I further agree and acknowledge that I am knowingly and voluntarily choosing to participate in the Activities organized by the Foundation, at my own risk, after conducting my own research, and becoming satisfied with the results thereof. I acknowledge that I have been afforded an opportunity to consult with an attorney of my choosing before agreeing to this Waiver and Release of Liability.

8. No Medical Care: I understand, recognize, and acknowledge that neither the Foundation, nor its employees, agents, or owners are medical professionals and that physical and/or mental conditions present at the Activities may pose a risk to me, and that I am assuming such risks. I further understand and acknowledge that I am responsible for my own medical care for the duration of my participation in the Activities. I further certify that I have assumed the risk of any medical or physical condition I may have or that may arise during my participation in the Activities.

APPLIES TO ART CLASSES, WORKSHOPS, AND RETREATS: If you agree to attend, and then do not show up or attend for only a portion of the workshop, another person, who really wanted to come, loses that opportunity. Because we know that things beyond your control may make it absolutely impossible for you to attend, we ask you to contact us as soon as possible. We have a waiting list for all of our workshops and would like to be able to offer your spot to someone else. We understand that there are unforeseen emergencies. If you have an emergency during the workshop, we ask you to notify us as soon as possible and share the circumstances. Should you cancel or not show up for a workshop that you are registered for, we will need to remove your name as an attendee from any future workshops. We will gladly place you on a waitlist and should an opening become available, we will contact you. Thank you for understanding our position in wanting to share these life changing workshops with as many people as possible.

APPLIES TO ALL OTHER COMMUNITY EVENTS: This agreement pertains to your request for reserving space for your event at Art & Connection in Elk Rapids for you at one of our events. As stated above, you waive the right to hold us liable for what happens during your event. We understand that there are unforeseen emergencies. If you have an emergency during the event, we ask you to call 911 or contact the appropriate emergency first responder (if necessary), AND notify us as soon as possible and share the circumstances.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY IN ITS ENTIRETY AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY AGREEING TO THIS WAIVER AND RELEASE OF LIABILITY, I AM SURRENDERING CERTAIN LEGAL RIGHTS.

_____ _____

Signature of Group Representative Date

_____

Full Name (printed) of Group Representative

Below, please write the first and last name(s) of all Attendees, and have all Attendees sign this form. Continue on the reverse side if needed:

First Name, Last Name	Signature
First Name, Last Name	Signature
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