

SCRAP COLLECTIVE ACTIVITY LIABILITY WAIVER AND RELEASE

In consideration of the risk of injury that exists while participating in Scrap Collective activities (hereinafter the "Activity"); and

In consideration of my desire to participate in the Activity and being given the right to participate in same;

I, for myself, my heirs, executors, administrators, assigns, or personal representatives (collectively, the "Releasor," "I," or "me," which terms shall also include a parent or guardian if the participant is under 18 years of age), knowingly and voluntarily agree to this Waiver and Release of Liability and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity.

RELEASE OF LIABILITY

I hereby release and forever discharge **Scrap Collective**, located at 501 E Marshall Avenue SW, Roanoke, Virginia 24016, including its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors, and assigns (collectively, the "Releasees"), from any and all liability for any physical or psychological injury that I may suffer as a result of my participation in the Activity.

ASSUMPTION OF RISK

I acknowledge that my participation in the Activity is voluntary and at my own risk. I understand that risks may include, but are not limited to: physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death.

I understand these risks may arise from my own actions, the actions of others, negligence, travel to and from the Activity, or conditions at the Activity location. I knowingly assume all such risks, both known and unknown.

INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Releasees from any and all claims, demands, actions, or causes of action, including attorney's fees and costs, arising out of or related to my participation in the Activity.

MEDICAL AUTHORIZATION

I authorize Scrap Collective to obtain or provide emergency medical care deemed necessary, including first aid, CPR, AED use, emergency transport, and sharing information with medical personnel. I agree to be financially responsible for any such care and understand I should maintain my own health insurance.

FITNESS TO PARTICIPATE

I acknowledge that the Activity may test my physical and mental limits and may involve risk of serious injury or death. I certify that I am medically able and properly prepared to participate and agree to follow all rules and decisions made by Scrap Collective staff or agents regarding my participation.

MEDIA RELEASE

I grant Scrap Collective permission to photograph, record, or otherwise capture my image, artwork, or performance and to use such media for promotional, educational, or commercial purposes without compensation, unless otherwise agreed in writing.

NEGLIGENCE

To the extent permitted by Virginia law, I agree that this Release includes any claims based on the ordinary negligence of Scrap Collective, its agents, or employees.

PROPERTY DAMAGE

I agree to be responsible for any damage to equipment or facilities caused by my actions, or those of individuals under my supervision, including negligence or recklessness.

GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia.

SEVERABILITY

If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any invalid provision shall be modified to the minimum extent necessary to make it enforceable.

ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements.

DURATION

This Waiver and Release shall remain in effect for the duration of my participation in the Activity, including all current and future visits or events.

DIGITAL CONSENT AND ACKNOWLEDGMENT

By clicking the “I Agree” button (or similar digital acknowledgment), I confirm that:

- I have read and fully understand this Waiver and Release of Liability
 - I understand that I am waiving certain legal rights
 - I agree to be bound by its terms
 - I am at least 18 years old, or I am the parent/guardian providing consent below
-

PARENT/GUARDIAN CONSENT (IF UNDER 18)

If the participant is under 18 years of age, the parent or legal guardian must agree:

By clicking “I Agree,” I certify that I am the parent or legal guardian of the minor participant and consent to this Waiver and Release on their behalf. I agree to all terms stated above and accept full responsibility for the minor’s participation.