

Release of Liability

Read Carefully - This Affects Your Legal Rights

In exchange for participation in jewelry fabrication, metalworking, and mixed-media art classes organized by Zeloof Designworks, LLC, of 34 Skehan St, Somerville, Massachusetts, 02143 and/or use of the property, facilities, and services of Zeloof Designworks, LLC, I, _____ (Participant Name), assert that I am at least 18 years of age, and agree for myself 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 Zeloof Designworks, LLC, or the employees, representatives, or agents of Zeloof Designworks, LLC. I further acknowledge that I have received, read, and understand the separate "Studio Safety Policies and Code of Conduct," and I agree to abide by them as a condition of my participation.

2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with jewelry making, metalworking, and studio activities. I acknowledge that these risks include, but are not limited to: cuts, scrapes, and puncture wounds from sharp tools, saw blades, or wire ends; eye injuries from flying metal debris or broken tools; burns; allergic reactions to metals or chemicals; and musculoskeletal strain from repetitive hand motions.

I assume full responsibility for personal injury to myself, and further release and discharge Zeloof Designworks, LLC for injury, loss, or damage arising out of my use of or presence upon the facilities of Zeloof Designworks, LLC, whether caused by the fault of myself, Zeloof Designworks, LLC or other third parties. This release explicitly includes any liability relating to instruction, supervision, construction, design, or use of any Zeloof Designworks, LLC equipment or facilities. Furthermore, I acknowledge that the techniques taught may require specific safety equipment or controlled environments available at Zeloof Designworks, LLC, and I assume full responsibility for any risks, injuries, or damages arising from my independent practice of these techniques outside of the class setting. I further understand that Zeloof Designworks, LLC is not responsible for the loss, theft, or damage of my personal property while I am on the premises.

3. Indemnification. I agree to indemnify and defend Zeloof Designworks, LLC 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 use of or presence upon the facilities of Zeloof Designworks, LLC.

4. Fees. I agree to pay for all damages to the facilities of Zeloof Designworks, LLC caused by any negligent, reckless, or willful actions by me.

5. Applicable Law. Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law.

6. 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 Zeloof Designworks, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

7. Arm's Length Agreement. This agreement and each of its terms are the product of an arm's 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.

8. 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. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

9. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among 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 is not successful in resolving the entire dispute or is unavailable, any

outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association, or to Small Claims Court if the claim is within its jurisdiction. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. Medical Consent. In the event of a medical emergency where I am unable to consent to treatment, I hereby authorize Zeloof Designworks, LLC, or the employees, representatives, or agents of Zeloof Designworks, LLC, to secure emergency medical care, including calling 911. I agree to be solely responsible for all costs associated with such medical care.

11. Media Release. I grant Zeloof Designworks, LLC, and the employees, representatives, or agents of Zeloof Designworks, LLC, the right to take photographs or video of me and my work during workshops and classes. I authorize Zeloof Designworks, LLC, and the employees, representatives, or agents of Zeloof Designworks, LLC, to use these images for marketing, social media, and educational purposes without further compensation to me. If I do not wish to be photographed, I agree to inform the instructor in writing prior to the start of the class.

12. Emergency Contact. In case of an emergency, please call _____
(Relationship: _____) at _____ (Phone Number).

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

Name (Printed): _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____