



WAIVER OF LIABILITY, RELEASE AND INDEMNITY

This Waiver of Liability and Release (“**Release**”) is executed as part of the essential consideration for Student’s viewing of, listening to, and/or participation in a workshop, seminar, class, demonstration or teaching session, whether at a physical site chosen by Bronwen Heilman, or by video or telephone conference, or by any Social Media (collectively, a “**Workshop**”), as well as any future Workshop arranged by Instructor or an Affiliate, whenever and wherever such Workshop is provided by Instructor, or by a colleague, affiliate or guest instructor arranged by Instructor (an “**Affiliate**”), regardless of whether such Affiliate is named in this Release.

For Minor Students:

Parent/Guardian acknowledges and agrees that Parent/Guardian is waiving and releasing Student’s rights, as stated below, consents to Student’s participation in the workshop, and represents to instructor that Student is capable of participating safely in the workshop

By purchasing a Workshop and accepting this Waiver of Liability and Release below, I, the Student)or Parent/ Guardian on behalf of Student) understand and agree that:

- 1. ASSUMPTION of RISK:** There is an inherent risk of injury arising from the use of the tools, equipment, and machinery, including, but not limited to (1) the use of and exposure to superheated gasses and torches: (2) handling hot metals, solder, hot glass, and hot tools: (3) exposure to sharp objects,: (4). Exposure to power tools: and (5) latent risks associated with exposure to potentially dangerous chemicals and other hazardous materials, in connection with metal smithing, all forms of glass work and the making of jewelry, sculpture and other art objects (collectively, the “**Tools + Materials**”). Accordingly, as part of the specific consideration for participation in the Workshop, Student, hereby, assumes all risk of accident, injury, illness, damage, loss, or death to Student, or others, as a result of any and all activity arising out of, or in connection with, (a) the use or misuse of the Tools + Materials, (b) any theft, or loss, of property, and (c) participation in the Workshop regardless of whether the use or misuse was by Student or another individual (the “**Potential Damage**”).
- 2. LIMITATION OF LIABILITY:** Student agrees that Instructor’s liability, if any, for any Potential Damage is limited to the amount of the fee paid for participation in the Workshop, or \$250, whichever is less.
- 3. RELEASE: Student hereby releases, acquits, and forever discharges Instructor** from and against any and all claims, demands, causes of action, and suits related, directly or indirectly, to (a) any Potential Damage, and (b) the relationships of Instructor, Affiliate, and Student, and (c) Student’s participation in the Workshop (the “Potential Claims”).
- 4. INDEMNITY:** Student also, hereby, expressly indemnifies and holds harmless Instructor, Affiliate, and all other Workshop participants from and against any and all Potential Claims and Potential Damages arising, directly or indirectly, from the negligence of the following persons whether such negligence is joint or several, partial, complete or contributory: (a) the negligence of Instructor, for Instructor’s conduct, (b) the negligence of any Affiliate, for Affiliate’s conduct, (c) the negligence of any participant in a Workshop, or such participants conduct, and (d) the negligence of Student for Student’s conduct.
- 5. CHOICE OF LAW:** Student agrees that this Release is made in Arizona and is subject to, and shall be construed and interpreted under, the laws of the State of Arizona, without regard to its choice of law rules.

I have read and understood the foregoing Release and Indemnity. My **electronic acceptance** confirms that I have fully and completely read, and understand, this Waiver of Liability and Release, understand that it has legal consequences and is a binding contract, and that, by accepting it, I represent that I have had the opportunity to review this contract with an attorney of my choice or have waived that right.

Bronwen Heilman Art Glass, LLC dba: Glass-Academy. 603 N. 3rd. Ave. Tucson, AZ. 85705. 520.975.1242

Contact:info@BronwenHeilman.com with questions

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