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Jewelry Purchases: General Care

Thank you for purchasing my handcrafted art. Wear it in good health!

General Care: Your jewelry should not be worn while swimming or in the hot tub. Do not use chemical cleaners on it! Either take it to a local jeweler for professional cleaning or, to clean it yourself, get a polishing cloth or use a small amount of baking soda with a little warm water in a paste on a soft, clean toothbrush and gently work it over the tarnished area. Rinse thoroughly and pat dry. Do not scrub soft gems (opals, pearls, etc.) with the paste, as it may scratch them. If the work is satin finished, you can touch the soft, scratchy look up with a piece of unused 3M Scotch-Brite pad (like you use on your dishes). Gently swirl the pad over the area you want to re-texture, avoiding stones, and then rinse.

Jewelry Purchases: Returns & Exchanges Policy

Returns Policy: I want you to be happy with your selection! If you are unsatisfied, please contact me to discuss what can be done to modify the work to be more to your liking. (Nominal adjustments such as chain lengthening/shortening can often be done once at no cost, depending on the piece.) I ask that you request such adjustments within the first 90 days of ownership.

Exchanges and returns will only be taken **within 30 days of purchase**, and only if the work shows no signs of wear or damage, **for shop credit only**. Work must be returned in person or with shipping pre-paid, signature required, and insured for the full value of the item(s).

All custom order sales are final (both non-refundable and non-exchangeable).

Website: http://EclecticNatureJewelry.com
Email: Info@eclecticnaturejewelry.com

Registration and Refund Policies for Eclectic Nature Jewelry & Design Hosted Classes

Classes and workshops are filled on a first-come, first-served basis. Payment in full is required to register for classes and workshops, via credit card or PayPal on our Shopify site. If a class is sold out, you can email info@eclecticnaturejewelry.com to be put on the waiting list in the order in which requests are received.

Before registering, please be sure you have read the course outline and tools and materials requirements, and feel able to meet them. You also have read and understood the stated experience level for the class and feel capable of participating. Classes will move at a pace in concert with the skill requirements advertised, and I do not want you or your fellow students to feel frustrated by your progress.

By registering, you also agree that you have read and agree to the waiver of liability and understand the inherent risks involved in metalwork.

Cancellation Policy

Instructor-Instigated Cancellation

In all cases, if a class is cancelled in its entirety due to studio- or instructor-driven issues, a full refund will be made to all registered students in a timely fashion. If a *single* session of a multi-session workshop is cancelled, a make-up session will be scheduled according to student and teacher availability. If we are unable to reschedule the missed session, a pro-rated tuition refund will be given.

Classes with fewer than three registrants may be cancelled at the discretion of the instructor, or converted to private or semi-private lessons of shorter duration or for an added fee, after discussion with registered students. Every attempt will be made to limit such cancellations.

Student Cancellations:

For in-person classes, a student may cancel **30** days prior to the first session without penalty, *less any already-shipped materials kits*. For **online/remote classes**, a student may cancel up to **10** days prior to the first session without penalty, *less any already-shipped materials kits*.

After that time, a refund will be made **only if a replacement student can be found** (first from the waitlist or, if no waitlist exists, by the cancelling student finding an alternate).

No partial refunds are given for students missing sessions of a multi-session class.

IMPORTANT: For Rachel's classes hosted by individual schools/studios, please check that school's specific cancellation policies on their registration portal.

Materials Kits

Unless explicitly stated in a class' registration description, materials kits are not available and students are expected to provide their own supplies per the recommended list. For certain classes, there will be an option to buy a kit for an additional fee, which must be purchased at least 10 days' prior to class to allow for shipping. Kits are available for shipping to US participants only, for online classes.

Morris Graphix Creative Designs, LLC, d/b/a Eclectic Nature Jewelry & Design

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 Rachel Morris of Eclectic Nature Jewelry & Design ("Instructor"), 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 and solder; (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 metalsmithing and the making of jewelry, sculpture, and other art objects. 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.

I have read and understood the foregoing Release and Indemnity. My <u>electronic acceptance</u> 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.

Contact: info@eclecticnaturejewelry.com with questions