

RELEASE OF LIABILITY AND ASSUMPTION OF RISK
(read carefully prior to signing)

The undersigned, in consideration of and as a condition to his/her ability to participate in classes (the "Activity") offered by **The Pottery People, LLC**, an Idaho limited liability company, doing business as **The Potter's Center** (hereafter the "Company"), and in further consideration of the intangible value that the undersigned will gain by participating in the Activity and in recognition of the Company's reliance thereon, hereby represents, acknowledges and agrees as follows:

1. I am aware and understand that the Activity is a potentially dangerous activity, involves the handling of toxic chemicals, and involves the risk of serious injury, disability, death, or property damage.
2. I am also aware of the highly contagious nature of bacterial, viral and other infectious diseases including, but not limited to, the 2019 novel coronavirus disease (COVID-19) (collectively the "Diseases" and each singly a "Disease") and the risk that I may be exposed to or contract Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death or property damage.
3. If I am featured by the Company as the "Artist of the Month" in relation to the Activity and bring my personal artwork into the Company's facility ("My Artwork") I am aware and understand that the display of My Artwork involves the risk of damage to it.
4. I acknowledge that the risks set forth in this agreement (the "Release") may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that the Company cannot guarantee that I will not be injured or become infected with a Disease due to my participation in the Activity and that engaging in the activity may increase my risk of serious injury, disability, death, property damage and/or risk of contracting a Disease. **NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH OR PROPERTY DAMAGE (INCLUDING DAMAGE TO MY ARTWORK) ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**
5. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, managers, members, employees, agents, affiliates, successors and assigns (collectively "Releasees"), on account of injury, illness, disability,

death, or property damage (including damage to My Artwork) arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise.

6. I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) am not experiencing symptoms of any infectious Disease including, but not limited to COVID-19, and have not come into contact in the last 14 days with a person who has been confirmed or suspected of having any such Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Diseases while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Activity including, but not limited to, wearing face coverings, not sharing tools with other participants in the Activity, and maximum class sizes). If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of a Disease, I will immediately discontinue further participation in the Activity.
7. I will defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers incurred by/awarded against the Company or any other of the Releasees arising out of or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.
8. I hereby consent to receive medical treatment which may be deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim whatsoever in connection with such treatment or other medical services.
9. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable

such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Ada County, State of Idaho, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Date: _____

Printed name: _____

Signature: _____

Address: _____

If Participant is a Minor

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Date: _____

Signature of Parent or Legal Guardian: _____

Printed name of Parent or Legal Guardian: _____

Address: _____
