

HIDDEN GEM JEWELRY

WAIVER AND RELEASE

In consideration for being allowed to participate in a workshop, class or other activity (the “Activity”), I release from liability and waive my right to sue Cleaned by Candice LLC, a Utah limited liability company dba Hidden Gem Jewelry and its principals, members, managers, employees, volunteers, representatives, and agents (collectively “Hidden Gem Jewelry”), as well as its successors, assigns, and insurers, from any and all claims, including claims of Hidden Gem Jewelry’s negligence, resulting in any physical injury, illness (including death) or economic loss I may suffer or which may result from my participation in this Activity, or any events incidental to this Activity.

I am voluntarily participating in this Activity. I understand that there are risks associated with my participation in this Activity, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from my own or other’s actions, inactions, or negligence, the condition of the Activity location or facility, or from dangerous or defective equipment. Nonetheless, I assume all risks of my participation in this Activity, whether known or unknown to me, or any events incidental to this Activity.

I agree to hold Hidden Gem Jewelry harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney’s fees, as a result of my participation in this Activity, including any events incidental to this Activity. If Hidden Gem Jewelry incurs any of these types of expenses, I agree to reimburse Hidden Gem Jewelry.

I further agree that I will defend, indemnify and hold harmless Hidden Gem Jewelry against all claims, demands and causes of action including court costs and attorney’s fees, directly or indirectly arising from any action or proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature whatsoever, whether known or unknown and expressly waive any benefits I may have under Utah law relating to the release of unknown claims.

I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing Hidden Gem Jewelry from all liability, (b) waiving my right to sue Hidden Gem Jewelry, (c) and assuming all risks of participating in this Activity, including any events incidental to this Activity.

If I need medical treatment as a result of my participation in this Activity, or any events incidental to this Activity, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware that Hidden Gem Jewelry does not provide health insurance for me and that I should carry my own health insurance. I certify that I have adequate insurance and/or financial means to cover injury or damage I may cause or suffer while participating in this Activity, or else confirm my agreement to personally be responsible for all costs of injury or damage while participating in this Activity.

I recognize that the use of tools, including power and cutting tools, may be dangerous and hazardous endeavors, even leading to permanent injury or death. I am aware of and understand there are known inherent risks associated with the Activity. Thus, Hidden Gem Jewelry is not liable for an injury to or the death of the undersigned or any other participant due to the inherent risks associated with the Activity.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Activity.

I have read this document, and I am signing it of my own free will. I understand the legal consequences of signing this document, including (a) releasing Hidden Gem Jewelry from all liability on my behalf, (b) waiving the right to sue Hidden Gem Jewelry, (c) and assuming all risks of participation in this Activity, including any events incidental to this Activity. I agree to be bound by the terms of this document.

DATED this ____ day of _____, 20____.

Participant's Name:

Signature (if a minor, parent or guardian must also sign):

Phone:

Email:

Address:

**PARENT/GUARDIAN WAIVER AND RELEASE FOR MINORS
(Under 18 Years Old)**

The undersigned parent or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Activity, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver and Release set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

DATED this ____ day of _____, 20____.

Participant's Name:

Signature (if a minor, parent or guardian must also sign):

Participant's Age:
