



Darling Creative Works  
 4451 Dale Earnhardt Way Unit c49  
 Northlake, Tx 76262  
 www.darlingcreativeworks.com

## Waiver of Liability, Indemnity, and Medical Release

I am aware that during my participation at **Darling Creative Works**, as a member of any class, instruction, or other activity in which I am participating at **Darling Creative Works**, I will be exposed to certain risks and hazards. I am aware that these risks and hazards may result in property damage, personal injury, or death. In consideration of being permitted to enroll in and participate in a class, instruction or other activity, I agree to the following:

- 1) Thereby release, waive, discharge, and covenant not to sue **Darling Creative Works** its owners, employees and agents(hereinafter, referred to as "Releasees")from all liability to me, my personal representatives, assigns, heirs, and next of kin for any loss or damage in any claim or demands therefore, on account of property damage, personal injury, or death, whether caused by the negligence of the Releasees or otherwise, arising out of the class, instruction or other activity.
- 2) I agree to indemnify, save, and hold harmless the Releasees and each of them from any loss, liability, damage, or cost that they may incur due to my enrollment or participation in the class, instruction or other activity, whether caused by the negligence of the Releasees or otherwise.
- 3) I hereby assume full responsibility and risk of bodily injury, death, or property damage due to the negligence of Releasees or otherwise arising out of the class, instruction, or other activity. I understand that there are certain risks and dangers that may occur, including but not limited to: the hazards of working with glass, cutting tools, firing equipment and machinery; exposure to personal injury; accident or illness.
- 4) I further expressly agree that the foregoing Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.
- 5) I have read and voluntarily signed the Release, Waiver of Liability, and Indemnity Agreement and further agree that no oral representation, statement, or inducements not contained in this document have been made.
- 6) **I agree that while participating in this activity, I will conform to all policies of Darling Creative Works**, copies of which are posted and/or available in the studio and abide by all state and federal laws. I also agree to accept and follow the directions of activity leader(s) or instructor(s)and to act in a mature and responsible manner. I further agree to follow all safety procedures including the use of appropriate gear. If I am an instructor or member of **Darling Creative Works**, I agree that I am responsible for having all of my guests or students, as the case may be, properly trained and instructed to use the equipment and will be solely responsible for their adherence to safety procedures.
- 7) I hereby grant permission for the performance of any emergency medical treatment that may be required in the case of an accident wherein I am rendered unconscious or unable to approve of the required medical treatment. In the event that I become the victim of an accident, I will hold harmless from any liability or negligent actions that may arise in connection with the stabilization, evacuation, transportation, and emergence care I receive while secondary aid resources are being sought.
- 8) I hereby agree to permit **Darling Creative Works** employees, agents and other guests to take **photographs** and make film records of the class, instruction, or other activity without further recourse. I understand and agree that such photographs and/or film records may be used for commercial and / or promotional purposes.

I have read and voluntarily signed the **Release, Waiver of Liability, Indemnity Agreement and Medical Release form**. By signing here, I agree to the conditions set forth in this document.

Printed name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email (**print clearly**) \_\_\_\_\_

Signature of parent (if participant is under 18 years of age) \_\_\_\_\_

In case of emergency: Contact \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

Please list any allergies, any special medical consideration(s) that may affect your ability to participate in the activity.