

I, the undersigned (hereafter referred to as THE CLIENT), do hereby enter into an agreement with Dan Pearce Creative LLC (hereafter referred to as DMS), also called Donkey Mud Studio.

I agree that I have been voluntarily invited into the personal home and property of Dan Pearce (hereafter referred to as DP). I understand that the ceramics and pottery activities of DMS are a personal hobby for DP and I agree that DMS may, at any time, cancel my membership and revoke access to his home or the pottery studio (hereafter collectively referred to as THE STUDIO), without refund, and without warning, and for any reason. Likewise, DMS agrees that THE CLIENT may cancel future membership at any time, and without warning, without refund, and for any reason. Additionally, THE CLIENT agrees that they will not remove any property or personal belongings from THE STUDIO without prior written consent from DP.

As requirement to participate in pottery and ceramics classes/sessions (hereafter referred to as THE CLASSES) DP and THE CLIENT agree to the following terms.

1. THE CLIENT acknowledges that participation in THE CLASSES have ongoing standard physical risk, included but not limited to:
  - i. Burns (severe and minor)
  - ii. Electrical shock
  - iii. Cuts & bruises
  - iv. Broken bones
  - v. Falling injuries
  - vi. Items falling from shelves or cabinets
  - vii. Tripping
  - viii. Chemical interactions
  - ix. Dust inhalation
  - x. Injury with moving equipment such as pottery wheels
  - xi. Accidental death or dismemberment
  - xii. Etc
- b. THE CLIENT agrees to do further independent research on all risk involved with such pottery/ceramics activities and while attending THE CLASSES as DP cannot possibly list them all here.
- c. THE CLIENT agrees that they are physically able to lift up to 50 LBS independently, and hereby do so at their own risk and judgment of physical ability.
2. THE CLIENT agrees to waive all liability and legal claim against DMS for all injury, accidents, and accidental death, due to any and all standard ceramics process injuries and risk, and as a guest in THE STUDIO.
3. THE CLIENT agrees to pay the subscription fee to DP at the beginning of each month by way of automatic credit card payment. THE CLIENT agrees that should said payment be denied, DP may immediately discard all work by THE CLIENT (including finished and unfinished work) and invite another student into the space. THE CLIENT agrees that no refunds, full or partial, shall be given should future payment be denied.
4. THE CLIENT agrees and acknowledges that there is much equipment, supplies, and personal property of DP in THE STUDIO for which THE CLIENT shall not have free access or for which THE CLIENT must pay extra to use or have. THE CLIENT agrees to abide fully by the color-coded system implemented by DP and to ask permission before using anything outside of the color-coded system for which THE CLIENT subscribes, including when there is no color assigned to any object. Should THE CLIENT use such items, supplies, or property without permission from DP,

THE CLIENT agrees to pay DP the correct subscription price for that full month, at which time THE CLIENT shall have access to the items available in the upgraded subscription/color code.

5. THE CLIENT agrees to pay for (at full current retail value) any item, tool, material, product, or the like which is damaged because of the negligence, horseplay, clumsiness, or misuse by THE CLIENT. DP agrees not to hold THE CLIENT liable for any damage due to normal wear and tear of said property, *so long as* that item/property has been included as part of the membership level package for which THE CLIENT signs-up.
6. THE CLIENT agrees to thoroughly clean all items/property at THE STUDIO which was used during the session by THE CLIENT, including but not limited to: pottery wheels, sinks, surrounding floor, buckets, tools, workbenches, glazing stations, sponges, waxing stations, etc. THE CLIENT agrees to pay \$20 to DP should THE CLIENT leave THE STUDIO without cleaning as agreed.
7. THE CLIENT agrees to replace all tools at the end of THE CLASSES to their rightful spot and to ask DP if THE CLIENT is not sure where any single item should be placed.
8. THE CLIENT agrees to respect the personal time and space of DP, his minor child, his partner, and his houseguests and pets, including time spent at THE STUDIO and time away.
9. THE CLIENT understands that all studio work and visits must be completed within the hours allotted by DP, and that all efforts will be made to never be more than 10 minutes early and to leave by the final time allotted for the class/session.
10. If THE CLIENT is a minor, then the legal guardian of the child (hereafter called THE GUARDIAN) agrees to all terms of this agreement on behalf of the minor and agrees to the same waiver of liability and release of claims for the minor.
11. THE CLIENT agrees to keep the spirit of THE STUDIO in place, which includes full attempts at positive energy, positive engagement, and a judgment free environment of respect and fun for all, including DP, THE CLIENT, and other classmates/clients.
12. THE CLIENT and DP mutually agree that all legal claims and processes shall be handled with an arbitrator licensed and located in the state of UTAH. THE CLIENT and DP mutually agree that the losing party of said arbitration shall be responsible for 100% of legal fees for both parties.
13. THE CLIENT agrees that this agreement shall remain in place perpetually, including in the event THE CLIENT starts and stops classes with DMS.

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DATE

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CLIENT OR LEGAL GUARDIAN NAME (PRINTED)

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SIGNATURE