

Braze Street Studios
USER WAIVER AND HOLD HARMLESS AGREEMENT

I, (Please print clearly) _____, have chosen to work in the Hot Shop at Braze Street Studios.

1. In consideration for receiving permission to use the Studio, related contents, and equipment, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Braze Street Studios, LLC (“the Braze”), its members, agents, servants, employees, officers, directors, and counsel, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me or in my custody or control, whether caused by the negligence of the Braze or otherwise, while participating in such use, or while in, on, or upon the premises where the Studio use is occurring.
2. I am aware that the use of the Hot Shop at Braze Street Studios may involve hazardous industrial activities and pose a significant risk of bodily harm to myself, with such dangers including, but not being limited to, severe burns and lacerations, disfigurement, or death. I am aware that such injuries may occur despite all reasonable precautions taken by the Braze, its members, employees, and/or agents, and such injuries are an acknowledged hazard associated with the glass arts. I have been fully advised of these potential dangers by the Braze, and having knowledge thereof, do hereby forever quit, discharge, and release the Braze, its members, agents, servants, employees, officers, directors, and counsel, from and against all liability, suits, losses, demands, actions, causes of action, fines, penalties, damages, claims, and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including reasonable attorneys’ fees and costs (collectively “Claims”), which may hereafter arise by reason of my use of the facilities at the Braze.
4. I assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, whether caused by the negligence of the Braze or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the Braze from any loss, liability, damage, or costs, including court costs and attorney fees, that the Braze may incur due to my participation in said activity, whether caused by the negligence of the Braze or otherwise. I hereby indemnify and agree to hold the Braze harmless from and against all claims for damages to persons or property by reason of my use or occupancy of the Studio, and all expenses incurred by the Braze because thereof, including attorney’s fees and court costs.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased
5. In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and shall be construed in accordance with the laws of the State of Ohio. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

I ACKNOWLEDGE THAT THIS AGREEMENT LIMITS MY ABILITY TO SUE AND RECOVER AGAINST BRAZEE STREET STUDIOS, ITS MEMBERS, AGENTS, AND EMPLOYEES IN THE EVENT OF ANY FUTURE INJURY TO ME. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REQUIRES ME TO INDEMNIFY AND HOLD HARMLESS THE BRAZEE FOR ANY COSTS, DAMAGES, CLAIMS, OR EXPENSES INCURRED AS A RESULT OF MY USE OF THE STUDIO.

I HAVE READ THE USAGE POLICIES AND PROCEDURES AND AGREE TO ABIDE BY THE RULES SET BY THE BRAZEE, ITS MEMBERS, EMPLOYEES, OR AGENTS AS DESCRIBED TO ME.

Signature

Date