

## **TERMS & CONDITIONS | RELEASE OF LIABILITY AND WAIVER**

I (referred to as "I" or "me") desire to participate, and/or am the legal guardian of a child who wishes to participate, in Splatter Painting and Paint Pouring (the "Activity") provided by The Artistic Endeavour LLC, an Ohio Limited Liability Company, with offices located at 16 N 3 rd Street, Waterville OH, 43566 (the "Company"). In consideration of being permitted by the Company to participate in the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this release and waiver instrument.

### **ABILITY TO ENGAGE IN THE ACTIVITY AND ASSUMPTION OF THE RISK:**

Company takes all possible precautions to reduce risk and provide safe, healthy, and enjoyable experiences. I warrant that myself and/or my child are able to follow directions for the Activity. I acknowledge that risks from participation in art activities exist and that I have attended and/or have allowed my child to attend art activities knowing these risks and their possible consequences including personal injury, and I assume all related risks and voluntarily participate in the Activity.

### **WAIVER AND RELEASE OF LIABILITY:**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, members, managers, employees, volunteers, agents, successors, and assigns (collectively, "Releasees"), for any injury, disability, death, or property damage arising out of or attributable to my or my child's participation in the Activities, whether arising out of the negligence of the Company, any Releasees, or any other participants, to the fullest extent permitted by law.

### **INDEMNIFICATION:**

I shall 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 or nature, 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 Releasees, arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or misconduct or the negligence or misconduct of the Company or any other Releasees.

### **MEDICAL EMERGENCIES:**

I hereby consent to receive medical treatment deemed necessary if I am, and/or my child is, injured or requires medical attention during 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 and all other Releasees from any claim based on such treatment or other medical services.

### **PAYMENT AGREEMENT:**

I understand that payments made to Company for any and all art activities are non-refundable and non-transferable. If scheduling conflicts exist, and at the sole discretion of Company, payments made may be reallocated to future appointments.