

RELEASE AND INDEMNITY WAIVER

THIS RELEASE AND INDEMNITY WAIVER (the "*Agreement*") is made and delivered this ____ day of _____, 20____, in favor of:

HAMMER & STAIN, INC., A FLORIDA CORPORATION
6450 SW ARCHER ROAD, #140
GAINESVILLE, FL 32608

(the "*Corporation*") and the REleasees defined herein by:

INDIVIDUAL'S FULL NAME: _____
INDIVIDUAL'S ADDRESS: _____
INDIVIDUAL'S PHONE #: _____
INDIVIDUAL'S EMAIL: _____

(hereinafter referred to as the "*Participant*").

WITNESSETH:

WHEREAS, the Corporation operates a business (the "*Business*") known as "*Hammer & Stain*" from premises located at _____ (the "*Workshop*") at which individuals, including Participant, are provided access to tools, equipment, materials and supplies, including power tools and other potentially dangerous tools and equipment (all of the foregoing collectively "*Supplies*") for use in constructing or fabricating craft, art, or other objects (the "*Items*"); and

WHEREAS, the Participant desires to participate in activities or events conducted by the Business, and in particular desires to access and use the Workshop and Supplies for the fabrication or construction of Items (the "*Activities*"); and

WHEREAS, the Participant understand that there are unavoidable risks inherent in the Activities and use of the Supplies including, but not limited to, risks of serious bodily injury and/or death to participants in the Activities, including the Participant, but, notwithstanding the foregoing and will full knowledge of the same, Participant has requested that the Corporation provide Participant access to and use of the Workshop and Supplies and allow Participant to participate in Activities and in exchange for the Corporation permitting the Participant access to and use of the Workshop and Supplies, and the right to participate in the Activities, the Participant has agreed to enter into this Agreement in order, to the greatest extent possible, to release, indemnify, and hold harmless the Corporation, its officers, directors, shareholders, agents, and employees (the "*Releasees*") from any liability with regard to the Business, the Workshop, the Supplies, and the Activities, including but not limited to, Participant's presence on or about the Workshop, participation in the Activities, access to and use of the Supplies and Workshop, or construction and fabrication, and thereafter use of, Items.

NOW, THEREFORE, in consideration of the covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

- INCORPORATION OF RECITALS**. The above referenced recitals are confirmed as true and correct and incorporated herein for all purposes.
- ACTIVITIES**. For purposes of this Agreement "*Activities*" shall mean all activities of any kind or nature conducted by the Business including, but not limited to, the provision of training, advice, access to the Workshop and Supplies, including for the construction or fabrication of Items, and the use thereafter of Items, whether any of the foregoing are by Participant, Releasees, or third parties including guests, business invitees of the Corporation and other participants in Activities. The term "*Activities*" is intended to have the broadest possible meaning with regard to events and activities conducted by, with, or on property leased or owned by, the Corporation, or in any way connected with the Corporation and the Business.
- PARTICIPANT KNOWLEDGE AND OBLIGATIONS**. Participant acknowledges it has been informed of, and is

aware of, the inherent dangers associated with the Supplies and the Activities, and Participant's presence within the Workshop. Neither the Corporation, its agents, officers, directors, shareholders or employees, have made any representations or warranties with regard to the safety of participating in Activities, using Supplies, or constructing or fabricating and thereafter using Items. The Participant is solely responsible for satisfying itself that it has adequate understanding, knowledge, and ability to safely participate in any Activities, or any aspect of any Activities, and to use carefully and safely the Supplies, and to construct or fabricate, and thereafter use, Items. With regard to any guidance or expertise provided by the Corporation, its employees, agents, officers, directors and shareholders, Participant acknowledges that such guidance is provided not to assure the safety of Participant or of any Activities, but is merely to provide direction, advice and support to facilitate the Participant's completion of the Item which is the subject of the Activities. All Supplies provided to Participant shall be under the sole control, and used at the discretion of, the Participant. Participant acknowledges that if, at any time, it has any belief, understanding, or sense that continued participation in Activities, or use of Supplies or Items, is, or may be, unsafe, whether as a result of the inherent nature of Activities, Supplies or Items, the experience or competence of the Participant itself, the experience, competence, or behavior of third parties including others participating in Activities, using Supplies, or constructing or fabricating Items, including the Releasees, it is the Participant's sole responsibility to identify the same and to discontinue participating in the Activities and/or using the Supplies or Items.

4. **RELEASE**. The Participant hereby assumes the unavoidable risk inherent in participating in all Activities and using all Supplies including, but not limited to, bodily injury and physical harm to, or death of, the Participant, or damage to personal property of the Participant, including, but not limited to, clothing and personal effects. In consideration of Corporation allowing Participant to participate in the Activities and access and use the Workshop and the Supplies, and to remove from the Workshop and thereafter use the Item, Participant for his/herself and his/her personal representatives, heirs, next of kin, successors and assigns, hereby releases, waives, discharges and covenants not to sue the Releasees or any of them, from and for any and all injuries, damages, claims, or causes of action arising from, or related to, in any manner, Activities, Supplies, or Items, or otherwise involving the Business, the Workshop, or any of the Releasees, including but not limited to for injury to, or death of, Participant, or damage to property of Participant or third parties. Without limiting the foregoing Participant acknowledges that individuals present in the Workshop, whether or not participating in Activities or using Supplies, may consume alcohol and Participant acknowledges the risk of the consumption of alcohol by Participant or by such third parties participating in Activities, and accepts full responsibility, and agrees to indemnify and hold harmless the Releasees from, any and all damages or injuries that may occur from, or be related to, alcohol consumption by the Participant or third parties both while within the Workshop, participating in the Activities, and thereafter, whether occurring within the Workshop or outside of the same, and releases and agrees to hold harmless the Releasees from any and all injuries and damages caused to Participant or personal property of Participant arising from, or related to, the consumption of alcohol whether by Participant or by third parties.
5. **INDEMNIFICATION**. Participant hereby agrees to indemnify, protect, and hold harmless the Releasees, and each of them, from any and all losses, damages, claims, or claims for damages, and/or injuries, regardless of nature, asserted by Participant, or any person, firm, or other legal entity, whether or not a party hereto, arising out of, or resulting from, or in any way related to, Participants' participation in Activities, access to and use of the Workshop or Supplies, and/or any Items constructed or fabricated by Participant or otherwise arising from, or related to, the Business and to any Releasees' provision of, management of, or oversight of Activities, Supplies, instruction, direction, or guidance.
6. **ITEMS**. Items made at, or demonstrated at, the Workshop or as part of the Business, including Items made, constructed or fabricated by Participant, are for personal use only. Participant agrees not to commercially sell such Items or to employ skills or techniques learned from participating in Activities, or otherwise from the Business, for financial gain or profit, including by participation in, directly or indirectly, as an employee, shareholder, member, investor, owner or otherwise, any venture, business, or establishment competing with the Business and located within 200 miles of any business operated by the Corporation or employing the "Hammer & Stain" name, trade name, or trademark.
7. **SAFETY EQUIPMENT**. The Corporation makes available at the Workshop safety equipment. Participant has been expressly warned of the physical dangers of participating in Activities and using Supplies including, but not limited to, the danger to Participant's eyes and has been advised to wear appropriate safety glasses at all times while participating in Activities. Participant has been informed that such safety equipment cannot fully prevent injuries or damage to Participant. The Participant is solely responsible to assure that the appropriate safety equipment is available and in good condition, is properly fitted and fastened securely on the Participant, and in determining when the same should be worn.

8. **LICENSE.** By execution hereof and participation in Activities the Participant authorizes the Corporation to use any and all photographs taken at the Workshop, including of the Participant, and hereby licenses and releases the Corporation to publish and use such photographs in any fashion, including in promotional activities.
9. **MISCELLANEOUS.** In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. The terms hereof may not be modified except in a writing signed by the Corporation. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, assigns, and next of kin of the Releasees, and of the Participant.
10. **WAIVER OF RIGHT TO JURY TRIAL.** IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OTHERWISE INVOLVING PARTICIPANT, THE RELEASEES, ANY THIRD PARTY, OR ANY OF THEM, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE RELATED TO SUPPLIES, THE WORKSHOP, ACTIVITIES, THE BUSINESS OR ITEMS, THE PARTIES AGREE FOR THEMSELVES AND THEIR HEIRS, EXECUTORS, EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, AGENTS OR REPRESENTATIVES, THAT ALL DISPUTES SHALL BE SUBMITTED TO A JUDGE SITTING AS THE TRIER OF FACT AND NOT TO A JURY, AND THE UNDERSIGNED WAIVE ANY RIGHT TO TRIAL BY JURY.

Dated this ____ day of _____, 20____.

Signed and sealed in our presence as witnesses:

PARTICIPANT:

 (Witness Signature)
 Print Witness Name: _____

 (Participant Signature)

Print Name: _____

 (Witness Signature)
 Print Name: _____

Date: _____

Signed and sealed in our presence as witnesses:

**PARTICIPANT'S PARENT OR GUARDIAN IF
 PARTICIPANT IS NOT OF LEGAL AGE**

 (Witness Signature)
 Print Name: _____

 (Parent or Guardian Signature)

Print Parent or Guardian Name: _____

 (Witness Signature)
 Print Name: _____

Date: _____

