



# Release from Liability

## An Agreement & Contract

**PLEASE READ THIS DOCUMENT CAREFULLY**

This AGREEMENT AND RELEASE FROM LIABILITY is entered into by and between the Appalachian Artisan Center of Kentucky, Inc. (“OWNER”) and \_\_\_\_\_ (“PARTICIPANT”). In exchange for use of property, facilities, and services of Owner and the

Participant hereby expressly agree to the following:

1. I agree that if any of the projects or workshops that I decide to participate in are dangerous, that I understand the risk and possible damages to myself and space.
2. I agree that I am responsible for my own safety while engaging in any and all activities on the Owner’s property.
3. I agree to acknowledge all of the Owner’s rules and regulations pertaining to any and all activities occurring on Owner’s property and I agree to and am responsible for wearing protective gear appropriate for my chosen projects to ensure my safety while engaging in such activities.
4. I agree to assume any and all risks involved in use of or presence upon Owner’s property and facilities while engaging in any activity without limitation and including the risks of death, bodily injury, property damage, falls, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that the Owner, the Owner’s studio space, its agents, employees, or contractors are not liable to or the death of myself and/or participants in activities resulting from the inherent risks of chosen projects or workshops.
6. I agree to hold the Owner, its agents, employees, and contractors completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any chosen activity during my use of or presence upon the Owner’s property.
7. I agree not to sue the Owner, its agents, employees, and/or contractors in association with any claims, damages, costs, or expenses arising out of the use of or presence upon the Owner’s property and facilities while engaging in any and all activities that may result in death, bodily injury, property damage, unless the damages are caused by the direct, willful, and wanton gross negligence of the Owner.
8. Participants are responsible for securing complete and full insurance coverage on himself/herself and relevant personal property located on the Owner’s property.

Participants agree that this agreement and release of liability is a contract that when signed by the parties will be legally binding to all parties, subject to the above terms and conditions, and shall be enforced and interpreted under the laws of the Commonwealth of Kentucky.

I have read and understand, without question, this agreement and release of liability contract before having signed below.

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner’s Representative: \_\_\_\_\_ Date: \_\_\_\_\_