

Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named participant's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named participant's attendance at ZABS Place's Upcycling University Program, now or any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the participant named below, do hereby acknowledge and agree that participation in Upcycling University activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Upcycling University participation, including but in no way limited to: (1) use of supplies and tools, (2) slips, trips, and falls, (3) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Upcycling University participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Participating in Upcycling University programs or accessing Upcycling University facilities could increase the risk of contracting COVID-19. ZABS Place in no way warrants that COVID-19 infection will not occur through participation in Upcycling University programs or accessing Upcycling University facilities.

Initial

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of _____'s participation in ZABS Place's Upcycling University, I, _____, the parent/guardian of the participant named above, agree to release on behalf of myself and the participant named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE ZABS Place, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named participant, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against ZABS Place on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Upcycling University facilities/equipment or participation in Upcycling University programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

Initial

In consideration of the named participant's involvement in Upcycling University, I, the undersigned parent/guardian of the named participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named participant's Upcycling University involvement.

I hereby certify on behalf of myself and the named participant that I have full knowledge of the nature and extent of the risks inherent in Upcycling University participation and that I, on behalf of myself and the named participant, am voluntarily assuming said risks. I understand that I and the named participant will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named participant sustains while participating in Upcycling University and that by signing this agreement I, on behalf of myself and the named participant, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named participant is in good health and has no conditions or impairments which would preclude his/her safe participation in Upcycling University.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named participant. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Participant Name (Print Clearly)

Date

Parent/Guardian Signature

Parent/Guardian Name (Print Clearly)