

Your purchase of a LexArt studio use registration included your agreement to the below Waiver. This is a legal agreement. **If you do not agree to these terms and conditions, please contact LexArt immediately to cancel your purchase and receive a refund.**

WAIVER AND RELEASE OF ALL LIABILITIES, CLAIMS, AND INJURIES

IN CONSIDERATION for being permitted by the Lexington Arts and Crafts Society, Inc. ("LexArt") to participate in LexArt activities and classes and use their facilities, premises and/or supplies and equipment, including power tools, I and anyone claiming on my behalf hereby **waive and release, indemnify, hold harmless, forever discharge and agree not to sue LexArt** and its agents, employees, consultants, officers, directors, volunteers, sponsors, affiliates, successors and assigns, and their respective representatives, heirs, successors, and assigns of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my use of any of the facilities, equipment or supplies of LexArt and my participation in any of the events or activities conducted by, on the premises of, or for the benefit of LexArt, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that this release discharges LexArt and its affiliates from any liability or claim that I may have against them with respect to any bodily injury, personal injury, illness, death, property damage, or property loss that may result from activities at or related to LexArt, whether caused by the negligence of LexArt or otherwise. I am aware that I may hereafter discover facts in addition to, or different from, those which I now know or believe to be true, but it is my intention hereby, fully and finally and forever, to release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, that now exist, have existed or may hereafter exist with respect to the matters described herein.

I understand that activities I may participate in at LexArt, including for example woodworking, metalworking or ceramics, are dangerous activities, that use of LexArt's equipment and materials is dangerous and that there is risk of injury, including severe personal injury, even death, arising from these activities. I understand that LexArt's woodshop, metalworking, ceramics and other studios contain powerful and potentially dangerous machines and that activities in these and other studios, for example painting, may use materials that are toxic or otherwise hazardous. **I voluntarily participate in these activities with the knowledge of the danger involved and assume full responsibility for such.** I do not have any condition that would impair or restrict my ability to participate in these activities or use the equipment and I will not do so if I develop such a condition.

I agree to take personal responsibility for my own safety. I have participated in a safety discussion or will do so before using any equipment. **I will not use any machine unless and until I have been adequately trained and feel confident of my proficiency with that specific machine.**

I understand that due to the inherent risks involved in these activities, LexArt encourages users not to work alone. **If I choose to work alone in any studio, I do so voluntarily with the knowledge of the danger involved and assume full responsibility for such.**

I do hereby agree to accept any and all risks of injury or death from these activities. If at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity and immediately notify the studio manager, the instructor (if applicable) or LexArt's Executive Director of the potential unsafe condition.

Special provisions re: "Saw Stop Table Saw." I understand that LexArt's "Saw Stop Table Saw" incorporates flesh sensing technology designed to prevent serious injury to the user. I agree that I will not use the Saw Stop Table Saw unless and until I (a) have been instructed and am knowledgeable of its safe use; and (b) have taken and passed the shop safety test, which includes the table saw. I agree that in the event I activate the safety feature of the Saw Stop Table Saw I will be liable for the full cost of replacing the safety cartridge and the saw blade, which cost is estimated currently at \$180-\$250.

This Waiver and Release shall be binding on the parties and their respective heirs, administrators, representatives, executors, successors and assigns. I expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts, and that if any portion is held invalid, I agree that the balance shall continue in full legal force and effect. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Waiver and Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Waiver and Release. The terms of this Waiver and Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that I have given up considerable future legal rights. I enter this agreement freely and voluntarily, under no duress or threat. I confirm my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter this WAIVER.

By signing below or by completing an online registration for participation as a studio user, in a class, or other LexArt activity, I hereby agree to the terms and conditions set forth above.

Printed Name: _____ Date: _____

Signature: _____

If signing on behalf of a minor: Name of Minor _____

Parent or Guardian Printed Name: _____

Parent or Guardian Signature: _____ Date: _____