



RELEASE AND WAIVER OF RESPONSIBILITY
Agreement Not to Sue, Indemnification, and Hold Harmless Agreement

METALSMITHING AND JEWELRY MAKING ARE INHERENTLY DANGEROUS ACTIVITIES AND, AS SUCH, DANACA DESIGN REQUIRES ALL PERSONS ATTENDING DANACA DESIGN CLASSES, WORKSHOPS, SEMINARS, INDEPENDENT STUDY AND PRACTICE HOURS, OR USING ANY DANACA DESIGN EQUIPMENT OR FACILITIES TO SIGN THIS RELEASE AND WAIVER OF RESPONSIBILITY.

I, _____ on behalf of myself, understand that metalsmithing and jewelry making are inherently dangerous activities and acknowledge that the following inherent risks are associated with such activities, including without limitation: (1) the use of and exposure to superheated gases and torches; (2) handling hot metals and solder; (3) exposure to sharp objects; (4) exposure to power tools, and (5) latent risks associated with exposure to potentially dangerous chemicals and other hazardous materials. I understand that my negligence or failure to act within my abilities may contribute to or result in an injury and that Danaca Design, its instructors, founders and monitors will not provide me with any medical treatment or pay for any medical or other treatment expenses should I become sick or injured.”

Danaca Design and its instructors, founders and monitors hereby specifically disclaims any and all responsibility or liability for, and I, on behalf of myself and my heirs, next of kin, spouse, guardians, legal representative, executors, administrators, successors, and assigns hereby knowingly and intelligently release Danaca Design, and its instructors, founders and monitors, from, any and all claims, whether known or unknown, which I may have relating to: (i) any and all damages to the student or any personal property of the student, including without limitation, indirect and consequential damages or injuries as a direct or indirect result of the inherent risks of metalsmithing and jewelry making; (ii) any liability relating to instruction, construction, design, or use of any Danaca Design equipment or facilities, manufacture of any product, or any other activity undertaken in conjunction with classes, workshops, seminars, independent study, and practice hours offered by Danaca Design or as a result of the use or application of information given or contained in any class, workshop, seminars, independent study, and practice hours offered by Danaca Design or contained in any writing given to me by Danaca Design or (iii) any actions taken by me while on the Danaca Design premises with respect to construction, design, use of equipment or facilities or manufacture of any product.

I HEREBY REPRESENT AND WARRANT UNDER NO DURESS AND ON MY OWN FREE WILL THAT I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I MAY BE WAIVING CERTAIN LEGAL RIGHTS. I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ALL ACTIONS TAKEN AT THE DANACA DESIGN FACILITIES, INCLUDING WITHOUT LIMITATION, USE OF EQUIPMENT AND FACILITIES. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, FOR THE USE AND APPLICATION OF INFORMATION GIVEN AT ANY CLASS, WORKSHOP, SEMINAR, INDEPENDENT STUDY, OR PRACTICE HOURS, OR CONTAINED IN ANY WRITING DISTRIBUTED BY DANACA DESIGN.

Signature

Print Name

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian

Address

Phone

Date

EMERGENCY CONTACT INFO (name, relationship, phone)