

WELLTON-MOHAWK FINE ARTS & HISTORICAL ASSOCIATION INC.,

ARTISANS' GUILD ART PROGRAM CONSENT AND RELEASE AGREEMENT

Student Name: _____
If student is a minor, Parent/Guardian Name: _____
Student Address: _____
Contact: Home: _____ Cell: _____
Contact: Work: _____ Email: _____
Emergency Contact: Name: _____ Phone: _____

INSTRUCTIONS: Thank you for choosing art classes or workshops provided by Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild. To participate in a class, workshop or other programs provided by Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild, the following form must be completed in full for each Student and returned to the Artisans' Guild before the first day of classes, workshop or program date. These forms will be kept on file and are legally binding for any class, workshop or program you or your child take provided by Artisans' Guild. Students who have not completed this form will not be permitted to participate in the Artisan's Guild class, workshop or program until they are signed and submitted. We believe it prudent for us to have these consents and releases in hand as an exchange of information about activities, risks, and responsibilities, and do our best to provide a safe environment for all students.

We appreciate your cooperation. If you have any concerns about this form, please contact the Superintendent of the Artisan's Guild or board member of the WELLTON-MOHAWK FINE ARTS & HISTORICAL ASSOCIATION INC.

Adult students, please complete Sections A and C.

Parents/legal guardians of minor Students, please complete Sections A, B, and C.

SECTION A: FOR ALL STUDENTS (ADULT AND MINOR CHILDREN)
I, for myself and/or as parent/guardian for the minor child Student named above (if applicable), hereby authorize the Student to participate in classes, workshops and related activities (collectively called the "Program") provided by the Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild.
This is a legally binding Consent and Release Agreement (this "Release"), made voluntarily by me, the undersigned with informed consent, and in consideration of the permission of the above named Student to participate in the Program and use the facilities in conjunction with the programs, I for myself and for my minor child Student (if applicable) hereby RELEASE, WAIVE, and DISCHARGE Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild, its directors, trustees, employees, officers and agents, including without limitation its teachers and staff, and each of their heirs, successors and assigns (collectively, "Releasees") from any and all liability for any and all loss, injury, cost or damage, and any claim or demands therefor on account of injury to person or property or resulting in the death of the Student arising out of or related to the Program or while at the facilities provided by the Program, whether caused by the negligence of any of the Releasees, the Student or otherwise (collectively "Damages"). In addition, I COVENANT NOT TO SUE any of the Releasees based upon any claim arising out of or in connection with Student's participation in the Program or while at the facilities provided by the Program.
I ASSUME FULL RESPONSIBILITY FOR any Damages arising out of or related to the Student's participation in the Program whether caused by the negligence of Releasees or otherwise. I acknowledge that I am freely and expressly assuming and accepting any and all risk of Damages in connection with the Student's use of Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild provided facilities and participation in the Program.
I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from (i) any claims, liabilities or Damages that the Student may cause to persons or property during the Student's participation in the Program or while using the Program provided facilities, and (ii) from any Damages they may incur due to claims brought against the Releasees arising out of the Student's participation in the Program whether caused by the negligence of the Releasees or otherwise. This includes, but is not limited to, any and all claims for Damages that may in any way arise out of use of the Program provided facilities, equipment, tools, or materials, or those tools or materials brought or provided by the Student or other students.
I UNDERSTAND AND ACKNOWLEDGE that there could be special risks associated with participation in the Program, depending on its nature, since Student may work with (if used) or have access to potentially dangerous artistic tools, equipment, materials and supplies including, but not limited, high heat kilns, paints, solvents, cleaners, pigments, scissors, and other art supplies or tools. I understand and acknowledge that some art tools, equipment, materials or supplies used in the Program could cause Damages. I further understand that the Program cannot provide an allergy-free environment, and assume all risks as such of Student's participation in the Program.
USE OF PHOTOS, VIDEOS, AND IMAGES I understand that from time to time Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild produces promotional material relating to its programs. Without additional compensation, I, for myself or my minor child Student (if applicable) hereby assign, transfer and grant without reservations or limitations the Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild, its successors, assignees and licensees the exclusive right to take photographs and videos of me or my minor child Student participating in the Program to use for Wellton-Mohawk Fine Arts & Historical Association Inc. and it's Artisans' Guild business purposes and to use the Student's voice, likeness and biographical material (but not name or address) about the Student in connection with the advertising and promotion of the Program, for both broadcast and non-broadcast purposes in all media, including video, print and online, in such manner and at such times as Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild in its sole discretion, may deem appropriate or desirable, provided that such use relates to the Student's status as a participant in the Program. I, for myself or my minor child Student (if applicable) hereby waive all right of inspection and release

the Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild from any and all liability arising out of any such use of the Student's voice, likeness and/or biographical material about the Student for purposes set forth herein.

Initial here if you do not want to permit the use of Student photos, videos and images according to the above: _____

MEDICAL EMERGENCIES In the event that the Student needs first aid or emergency medical treatment as a result of an accident, illness, or other health condition or injury, I, for myself or my minor child Student (if applicable), hereby authorize and consent to the Student's transportation to a medical provider or facility at the sole discretion of the Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild staff. I absolutely and unconditionally agree to indemnify and to hold Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild harmless from all liability, costs, charges, and fees in connection therewith, or any Damages resulting therefrom.

SECTION B: FOR MINOR CHILD STUDENTS ONLY (Adult Students Skip to Section C)

IF STUDENT IS A MINOR CHILD, PARENT/GUARDIAN MUST COMPLETE THIS SECTION B

DROP-OFF AND PICK-UP OF MINOR CHILD STUDENTS

I understand that I am responsible for timely dropping off and picking up my minor child Student. Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild will only release a minor child Student to the parent or guardian who has signed this form or to anyone specifically named below (collectively "Authorized Adult").

Authorized Adult # 1: _____ Emergency Contact Number: _____

Authorized Adult # 2: _____ Emergency Contact Number: _____

All Authorized Adults picking up a minor child Student need to be listed on this form and will be asked for photographic identification. If the person picking up the minor child Student is NOT listed on this form then I must inform the Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild in writing beforehand.

MEDICATION FOR MINOR CHILD STUDENTS (WE WILL NOT ADMINISTER MEDICATIONS)

If your child has limitations or special needs, or if there is anything else you would like us to know about your child, please attach a note to this form, or call Wellton-Mohawk Fine Arts & Historical Association Inc., Artisans' Guild superintendent to determine if the needs of your child can be accommodated. We make no guarantees that special needs can be accommodated.

SECTION C: GENERAL (ALL STUDENTS)

GENERAL (ALL STUDENTS) This Consent and Release Agreement is governed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Any action or proceeding arising out of or related to this Release shall be brought only in the state or federal courts in Yuma, Arizona. In the event that any provision in this Release is held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be given full force and effect. I, FOR MYSELF OR FOR MY MINOR CHILD STUDENT (IF APPLICABLE), ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I FOR MYSELF AND FOR MY MINOR CHILD STUDENT (IF APPLICABLE) HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. If I or my minor child are taking more than one class with Wellton-Mohawk Fine Arts & Historical Association Inc., and its Artisans' Guild at this time, or take another class(es), workshops or programs in the future, this form will apply to participation in such other class(es), workshops or programs unless a new form is subsequently signed and submitted.

FOR ADULT STUDENT:

Adult Student Signature: _____ Date: _____

Print Name: _____

FOR PARENT/GUARDIAN OF MINOR CHILD STUDENT ONLY: I am the parent or guardian of the minor child Student named above and I have the legal authority to and hereby do execute this Release on behalf of the minor child Student and myself.

Parent/Guardian Signature: _____ Date: _____

Print Name: _____