

GENERAL RELEASE AND ASSUMPTION OF RISK
AGREEMENT FOR MINORS
Waiver of Liability and Assumption of Risk Agreement

(Please initial each page.)

We, (Parents Names), _____, the undersigned and parents and legal guardian of (Minor's name) _____ (hereinafter referred to collectively as "MINOR"), do hereby and for his/her heirs, executors, administrators, successors and assigns, agree to assume any and all risk, both implied and assumed, and agree to indemnify and hold harmless The Jacksonville Center for the Arts, its agents, administrators, successors and assigns, members, participants, observers, the Jacksonville Center for the Arts officers and officials, owners and/or administrators of land upon which the Jacksonville Center for the Arts' activities may be held, (hereinafter referred to collectively as "JAX"), from all claims, actions, suits, proceedings, expenses, damages and all liabilities, including attorney fees for injuries or damages to (MINOR) or any of MINOR's personal property caused by the activities of any person(s) engaging in any school or other activities at or on behalf of JAX, located at 220 Parkway Lane, South, Floyd, VA 24091. By signing this Waiver of Liability, MINOR acknowledges MINOR's understanding that JAX activities may be dangerous and involve the risk of bodily injury to self or others and/or property damage. MINOR also understands that any injury that MINOR may receive may be compounded or increased by negligent rescue operations or procedures of other JAX participants or observers. MINOR expressly agrees to assume full responsibility for any risk of bodily injury to self or others and/or property damage arising out of, or related to, MINOR's participation in and/or MINORs observance of JAX activities, whether caused by the negligence of JAX participants, observers, or otherwise. MINOR fully releases JAX, its agents, administrators, successors and assigns, members, participants, observers, JAX officers and officials, owners and/or administrators of land upon which JAX activities may be held, and/or emergency medical personnel from any and all liability to MINOR, MINOR's assigns, heirs and next of kin for any loss or damage on account of injury to MINOR or MINOR's property arising out of MINOR's own negligence, the negligence of other JAX participants or observers, or otherwise.

MINOR expressly agrees that if at any time, MINOR feels any JAX activity to be unsafe, or if MINOR observes unsafe behavior on the part of other participant(s), MINOR will immediately advise a JAX official(s) of such observation and/or refuse to participate further in the activity.

MINOR agrees and acknowledges that MINOR recognizes the dangers that exist, including but not limited to open flamework, the use of torches, kilns, forge equipment and other studio equipment maintained by JAX and MINOR knowingly accepts and assumes any and all of the risks thereof. MINOR grants permission and releases of liability to JAX, and its administrators, staff and assigns, to proceed with any emergency care that MINOR might need while in the class or on the premises.

MINOR certifies that (MINOR's name) _____ is in good physical health and has no physical disabilities that might hinder the proper handling of equipment or work. If any portion of this General Release and Assumption of Risk is held to be invalid by a court of law, the remaining portions of this General Release and Assumption of Risk shall remain valid and in full force and effect.

We, (Parents' names) _____, the parents and or legal guardian of (Minor's name) _____ have read, understand and accept these terms. The undersigned, MINOR, also agrees and understands that JAX can at any time without any notice, either written or verbal, dismiss any student, volunteer or guest, for, including but not limited to: carelessness, breach of JAX policies, rules, personality conflicts, medical and/or any other reason that JAX deems important enough for this type of action. Furthermore, the undersigned acknowledges that he/she waives their right and cannot sue for any reason because of a dismissal at the discretion of JAX due to the clear and present danger involved in and around open flameworking, using torches, kilns, forge equipment and other studio equipment maintained by JAX. MINOR understands that by signing this agreement and release of liability MINOR has given up substantial legal rights. MINOR has signed it freely and voluntarily without any inducement, assurance or guarantees being made to MINOR and intends MINOR's signature to be complete and a unconditional release of all liability to the greatest extent allowed by law.

Initial: _____
Initial: _____
Initial: _____

WE (Parents' names) _____ have read this waiver of liability and assumption to risk agreement as well as read it to (Minor's name). We (Parents' names) _____ swear under penalty of perjury that we are over the age of eighteen and the parents or legal guardians of (Minor's name) _____ and fully understand its terms.

Both Parents and Minor must sign below.

Minor:

Legal name: _____

Signature: _____

Address: _____

Home Tele: _____ Cell No.: _____

First Parent:

Legal name: _____

Signature: _____

Address: _____

E-mail: _____

Social Security No. _____ Work Tele: _____

Home Tele: _____ Cell No.: _____

Second Parent:

Legal name: _____

Signature: _____

Address: _____

E-mail: _____

Social Security No. _____ Work Tele: _____

Home Tele: _____ Cell No.: _____