

Anderson Ranch Arts Center General Liability Waiver

I am fully aware and acknowledge that my participation at any time, in any and all activities, workshops, programs or classes of the Anderson Ranch Arts Foundation d/b/a Anderson Ranch Arts Center (collectively, "Workshop" or "Workshops") has inherent and unavoidable dangers and risks to me as a participant, including without limitation, the risk of serious bodily injury, death and damage to property. I further understand that my participation will be physically demanding, that conditions constantly vary and change, and that these conditions also pose inherent and unavoidable dangers and risks to me. These risks and dangers cannot be reduced or eliminated by the exercise of reasonable care.

I understand that in any studio I may use inherently dangerous tools, equipment, machines, chemical or substances, including without limitation, saws, lathes, planers, sanders, welding equipment, foundry equipment, cutting torches, kilns, and presses. I agree that I will educate and inform myself on the inherent dangers and risks that are associated with participation in that particular studio, including as to the tools, equipment, machines, chemical or substances that are used.

I am voluntarily participating in any and all programs with full knowledge of the inherent dangers and risks involved and hereby agree to accept full and sole responsibility for any and all risks of personal injury, death or property damage that may result.

I hereby knowingly and intentionally release, indemnify and hold harmless the Anderson Ranch Arts Foundation d/b/a Anderson Ranch Arts Center ("Anderson Ranch"), its directors, officers, agents, representatives, employees, related or affiliated entities, workshop organizers, supporters and sponsors (collectively, the "Released Parties") from and against, and hereby waive and relinquish, any and all claims, actions, causes of action, suits, liabilities, damages, expenses, costs (including, without limitation, attorneys fees and for any property damage, personal injury or death) resulting or in any way arising from or related to my participation or presence in any and all programs and related activities, or any act or omission of the Released Parties regardless of whether such damage, injury or death results from the negligence or other act or omission of the Released Parties, or from some other cause.

I hereby grant to Anderson Ranch, its successors and assigns, and those acting under its permission, or upon its authority or those by whom it is commissioned, the unqualified right and permission to reproduce, publish, circulate or otherwise use photographs and/or motion pictures or voice reproductions of me, to the extent as stated above, whether taken in a studio or elsewhere, in black & white or in color, alone or in conjunction with other persons, real or imaginary, in any part of the world. This authorization expressly covers the medium directly connected with participation in the Workshop and any other usage not specifically mentioned. I hereby waive the opportunity or right to inspect or approve the finished photographs, films or tapes or the use to which it may be put or the copy of illustrations used in connection therewith. Additionally, I waive all my right, title and interest in and to all negatives, prints, tapes,

and reproductions thereof, and I do hereby release the aforesaid parties and their successors and assigns, is any and all rights, claims, demands, actions or suits from which I may or can have against them on account of the use or publication of said photographs and/or motion pictures or tapes.

I hereby agree not to sue any of the Released Parties as a result of or for any damage, loss, or injury to my property or me, or my death resulting from or any way related to the conduct of the Released Parties and/or my participation in any and all Workshops or their related activities. I lastly agree that the above representations are contractually binding and are not mere recitals. I further understand that this agreement shall apply to my participation at any time in any and all activities associated with any and all programs. This agreement may not be amended or modified except in writing and accepted by Anderson Ranch.