



Evanston Art Makers Outpost, LLC Participant Waiver of Liability

PLEASE READ, COMPLETE AND SIGN A HARD COPY OF THIS FORM PRIOR TO THE START OF FIRST CAMP, CLASS OR WORKSHOP.

ASSUMPTION OF RISK:

I agree that I and/or my child/ward am voluntarily participating in the activities offered by EVANSTON ART MAKERS OUTPOST, LLC, including, but not limited to, the use of the equipment, facilities and the premises. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur. I understand that the EVANSTON ART MAKERS OUTPOST, LLC facility has a variety of repurposed materials that may have inherent risks. Further, I have explained these risks to my child/ward.

RELEASE OF LIABILITY:

I understand that myself and/or child/ward will be engaging in recreational and educational activities while using the EVANSTON ART MAKERS OUTPOST, LLC facility and it is my voluntary and informed decision to release any future lawsuits or claims that they may have against the releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representatives, successors, heirs, and assigns to hold EVANSTON ART MAKERS OUTPOST, LLC and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the donors, manufacturers and installers of the equipment and materials comprising the EVANSTON ART MAKERS OUTPOST, LLC (collectively, the Releasees) harmless from any and all claims or causes of action arising out of me and my child's/ward's participation at the EVANSTON ART MAKERS OUTPOST, LLC facility.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered by EVANSTON ART MAKERS OUTPOST, LLC. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause.

This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility, equipment or materials in any way by anyone, (b) use of any equipment or materials that malfunction or break, (c) improper maintenance of the facility, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises.

MEDIA RELEASE:

I further grant EVANSTON ART MAKERS OUTPOST, LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST EVANSTON ART MAKERS OUTPOST, LLC. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEYS FEES AND DEFENSE COSTS INCURRED BY EVANSTON ART MAKERS OUTPOST, LLC IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.



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This Release and Parental/Guardian Waiver is made in accordance with applicable law. I have read the above, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releases against any damages (including attorneys fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child's/ward's participation in activities or presence at the EVANSTON ART MAKERS OUTPOST, LLC facility. I further understand that no person has permission to use the EVANSTON ART MAKERS OUTPOST, LLC facility without an effective and validly signed Release and Parental/ Guardian Waiver of Liability.

I further understand and accept the above risks related to these activities.

Participant 1 Name: _____ Birth date: ___/___/_____ Age: _____

Participant 2 Name: _____ Birth date: ___/___/_____ Age: _____

Participant 3 Name: _____ Birth date: ___/___/_____ Age: _____

Emergency Contact Info:

#1 Name: _____ Phone: _____

Email: _____ Relationship: _____

#2 Name: _____ Phone: _____

Email: _____ Relationship: _____

Signature of Parent/Guardian: _____

Print Parent/Guardian Name: _____

Today's Date: _____