

**CREATOR HAVEN LLC**  
**WAIVER AND RELEASE OF LIABILITY**



In consideration of the risk of injury while participating in arts and crafts activities, including but not limited to metal-smithing, glass fusing, and jewelry fabrication (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Creator Haven LLC, located at 41 Hangar Way Ste B, Watsonville, California 97076, their affiliates, visiting teachers, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury or illness that I may suffer as a direct result of my participation in the Activity, including traveling to and from an event related to this Activity.

**I AM PARTICIPATING IN THE ACTIVITY VOLUNTARILY AND ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY OR ILLNESS AND EXPOSURE TO NOXIOUS OR TOXIC MATERIALS, INCLUDING BUT NOT LIMITED TO SUBSTANCES COVERED UNDER CALIFORNIA PROP 65 THAT ARE KNOWN TO THE STATE OF CALIFORNIA TO POTENTIALLY CAUSE CANCER OR REPRODUCTIVE HARM. I FURTHER UNDERSTAND THAT THESE INJURIES, ILLNESSES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

I agree to indemnify and hold harmless Creator Haven LLC and their visiting teachers against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Creator Haven LLC incurs any of these types of expenses, I agree to reimburse Creator Haven LLC.

I acknowledge that Creator Haven LLC and their directors, officers, volunteers, visiting teachers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Creator Haven LLC.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CREATOR HAVEN LLC AND ALL OF ITS AFFILIATES, VISITING TEACHERS, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CREATOR HAVEN LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Creator Haven LLC, its agents, visiting teachers and employees.

If I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Creator Haven LLC Waiver and Release of Liability

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I and Creator Haven LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact's Name</u>	<u>Contact's Relationship</u>	<u>Contact's Telephone</u>
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

The above information will only be used to communicate with you regarding your Activities at Creator Haven LLC.  
We never sell your personal information.

**PARENT / GUARDIAN WAIVER FOR MINORS**

*If the participant is under 18 years of age, then this release must be signed by a parent or guardian:*

I hereby certify that I am the parent or legal guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent or Legal Guardian:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Relationship: \_\_\_\_\_ Date: \_\_\_\_\_