

Class Participation
Release and Waiver of Liability

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING YOUR WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

In consideration of my being permitted to participate in sewing and/or quilting classes organized by The Stitcher's Quest, LLC ("Stitcher's Quest") and/or use the property, facilities, and services of Stitcher's Quest (collectively, the "Activity"), I agree, after reading this Release and Waiver of Liability form (the "Waiver") completely and carefully, that my participation in the Activity is entirely voluntary, and I further understand and agree as follows:

- 1. Activity Assumption of Risk.** I understand that participation in the Activity may involve the use of tools, machines, and equipment, including but not limited to, sewing machines, automatic machines, needles, pins, cutting tools, and irons, and there is a possibility of unintentionally coming in contact with moving parts of machines and equipment while in use. I understand and acknowledge that my participation in the Activity may be dangerous and may involve the risk that I will sustain serious personal injury, illness, temporary or permanent disability, dismemberment, death, and/or economic loss, or property damage. I understand that all of these risks may result from the actions, negligence, and/or failure to act of myself and/or Stitcher's Quest, its owners, members, partners, agents, operators, managers, employees, and representatives (collectively, the "Released Parties") and/or others (including but not limited to other individuals in attendance at the Activity) and from the condition of any property, facilities, tools, machines, or equipment used. I also understand that there may be risks involved which are not known to me, or to Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Activity. I agree to assume all of the foregoing risks, which risks may include, among other things, cuts, puncture or stab wounds, electric shocks, electrocution, burns, eye injuries, skin and muscle injuries, nerve damage, and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Activity, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Activity. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF THE ACTIVITY, INCLUDING THE RISK OF INJURY, DISMEMBERMENT, DISABILITY, DEATH, OR PROPERTY DAMAGE.

- 2. Liability Release and Indemnity.** On behalf of myself and my heirs, executors, administrators and next of kin of each, I hereby fully release, covenant not to sue, and forever discharge the Released Parties (as defined above) of and from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including, but not limited to, all claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties (collectively, "Claims"), arising out of or in any way connected with my participation in the Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and costs up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation. This Waiver of liability and assumption of risk set forth herein is intended to be as broad and inclusive as permitted by law.

3. **Machines, Equipment and Facilities Inspection.** I will immediately advise Stitcher's Quest of any unsafe condition that I observe, and will refuse to participate, and I will refuse to participate in the Activity until all unsafe conditions observed by me have been remedied.
4. **Publicity Rights Release.** I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, Activity information and results (as more fully described below), voice, and appearance in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online websites, social media, television, newspapers, and magazines) and in all forms, in perpetuity without territorial or time limitations, whether for advertising, publicity, promotional or commercial purposes or otherwise, including, without limitation, publication and use of Activity information and results (including, but not limited to name, age, gender, or the results of projects created during the Activity), without compensation, residual obligations, notification, or permission, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

5. General Provisions.

- (a) **Governing Law.** This Waiver shall be governed by the laws of the State of Florida and interpreted in accordance with the laws of the State of Florida, without regard to such state's conflict of law principles. Any legal action relating to or arising out of this Waiver shall be brought only in the state court sitting in Okaloosa County, Florida.
- (b) **WAIVER OF JURY TRIAL.** I HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WAIVER OR THE ACTIVITY CONTEMPLATED BY WAIVER.
- (c) **Severability.** If any provision or part thereof of this Waiver is held to be invalid, void or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Waiver without affecting the binding force or effect of any other part or provision.
- (d) **Electronic Signature Acknowledgment.** If using an electronic signature, by clicking the SIGN button, I acknowledge and consent to signing this document electronically. I agree that my electronic signature has the same legal validity and effect as my handwritten signature on the document, and that it has the same meaning as my handwritten signature. The execution of this Waiver by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Waiver. Such electronic signatures may be used by the parties in lieu of the original signature page(s) of this Waiver for any and all purposes.

I HAVE READ THIS CLASS PARTICIPATION WAIVER AND RELEASE OF LIABILITY FORM, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. By signing below, I certify that I am 18 years of age or older and agree to all of the foregoing.

Name of Participant: _____

Participant Signature: _____

Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE OF 18 AT TIME OF REGISTRATION)

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE STITCHERS QUEST LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE STITCHERS QUEST LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE STITCHERS QUEST LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This is to certify that I, as parent/guardian, with legal responsibility for the participant named below, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and instructions for participating in the Activity. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Released Parties and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Released Parties for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of Participant: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date Signed: _____