

East Coast Quilt Co. – Workshop Waiver

This **AGREEMENT** made this ____ day of _____, 20_____.

BETWEEN: **83838 NEWFOUNDLAND & LABRADOR CORP.**

(hereinafter may be referred to as any of the following: “East Coast Quilt” / Releasee)

AND: _____

(hereinafter may be referred to as “the Customer” / Releasor)

who hereby agree to the following terms and conditions set forth herein:

SERVICES PROVIDED / SCOPE OF WORK

In this agreement, “Services” shall include all activities provided, arranged, organized, conducted, or authorized by East Coast Quilt as part of the Workshops to which the Customer is attending and other such activities, events and services in any way connected to or related to those activities.

ASSUMPTION OF RISK

I understand and acknowledge that there are dangers, hazards and risks of injury or damages, some of which are inherent in my use of scissors, fabric shears, rotary cutters, sewing machines, pins, and other various quilting and craft equipment (“Equipment”) and at my presence at, or participation in, the Workshop. I understand that these dangers, hazards and risks, arising from my use of the Equipment and my presence at or participation in the Workshop, include but are not limited to, the potential for serious bodily injury. I understand and acknowledge that these risks may be caused by my own actions or inactions, the actions or inactions of others, the conditions in which the Workshop takes place, the conditions or set up of the premises or through the negligence of East Coast Quilt or any of the Released Parties (as defined below). I understand and acknowledge that there may be other risks or social and economic losses either known, not known or not readily foreseeable at this time, and I fully accept and assume all such risks and responsibility for all losses, costs and damages that I incur as a result of my participation in the Workshop. I agree that if at any time I believe the conditions of the Workshop or related activities to be unsafe I will immediately discontinue any further participation or notify an instructor.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of East Coast Quilt providing a Workshop to the Customer for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer agrees:

1. **To waive any and all claims that the Customer has or may have in the Future against East Coast Quilt** and each and all of their related agents, instructors, directors, officers and employees (“Releasees”), from any and all liability for any loss, damage, property damage, or personal injury that the Customer may suffer, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of

the Releasees, and also including the failure on the part of the releasees to safeguard or protect the customer from any risks, dangers and hazards of activities.

2. The Customer further agrees to Indemnify, defend, and hold the Releasees harmless from and against and all claims, causes of action, demands or charges of whatsoever nature which any third party may claim to have or hold for injury, damages, arising out of the Customer attending the Workshop, even if caused in whole or part by the released parties.
3. This agreement shall be binding upon the Customer's heirs, next of kin, executors, administrators and representatives.
4. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Newfoundland and Labrador and no other jurisdiction.
5. Any litigation involving the parties to this agreement shall be brought solely within the Province of Newfoundland and Labrador and shall be within the exclusive jurisdiction of the Courts of Newfoundland and Labrador.

The Customer has read and voluntarily signed this release and waiver and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

The Customer confirms that they have read and understand this agreement prior to signing it and are aware that by signing this agreement they waive certain legal rights which they may have against the releasees.

ACKNOWLEDGEMENT

The Customer acknowledges that they have read, understand, and agree to be bound by all of the terms and conditions contained herein and that they have received a copy of same.

DATED at the _____ of _____, in the Province of Newfoundland and Labrador, this _____ day of _____, 20__.

THE CUSTOMER

EAST COAST QUILT

As the Parent and/or Legal Guardian to the minor participant of the Workshop, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Workshop. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such liabilities which any may be incurred.

GUARDIAN (if Customer is under 18 years of age)