

Release and Waiver of Liability for Artcroft Programs

Name: _____

1. Acknowledgment and Acceptance of Risk. I recognize that participation in all of Artcroft's programs is voluntary and that there are certain inherent risks that participants voluntarily assume. I understand and agree that neither Artcroft nor its founders Robert Barker, Maureen Barker and Florence Thorne, nor the Executive Board of Directors, the Board of Advisors, agents, officers and employees of Artcroft, assume any responsibility for damages to or loss of my property, personal illness or injury, or death to me while I participate in any program. By voluntarily participating, I freely assume any risk associated with or arising out of my participation in this program.

2. Insurance. I understand and agree that it is my responsibility to ascertain whether I have adequate health and accident coverage and to procure any other insurance coverage as I may deem necessary.

3. Waiver, Release, Indemnification and Hold Harmless. I do hereby forever and absolutely waive and release any and all claims against Artcroft, its founders, Robert Barker, Maureen Barker and Florence Thorne, the Executive Board of Directors, the Board of Advisors, and agents, officers and employees of Artcroft arising out of or relating to my participation in any Artcroft program, including, but not limited to, claims for any injury, loss, damage or accident including motor vehicle, animal bites or injuries from animals, weather, sickness, and acts of terrorism. I also agree to defend indemnify and hold harmless Artcroft, its founders Robert Barker, Maureen Barker and Florence Thorne, the Executive Board of Directors, the Board of Advisors, and agents, officers and employees of Artcroft from any and all liability, claims, lawsuits, judgments, losses, damages and expenses, including attorneys' fees, arising out of any financial obligations or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause, while participating in any Artcroft program.

4. Local Laws and Prohibition of Illegal Drugs. I understand and agree that breaches of the local law will be referred to and handled by the appropriate law enforcement authorities. I agree that the use of illegal drugs in any form, as governed by the laws of the Commonwealth of Kentucky and the United States of America, will not be tolerated and will be grounds for immediate expulsion.

5. Medical Treatment. In the event that I suffer any injury or illness while participating in an Artcroft program, it is my responsibility to arrange for and pay for medical treatment. I further agree to assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I might assert against Artcroft, its founders Robert Barker, Maureen Barker and Florence Thorne, the Executive Board of Directors, the Board of Advisors, and agents, officers and employees of Artcroft for such medical treatment.

6. Severability. I agree that, should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of the agreement remain in full force and effect.

7. Governing Law. I agree that if there is any dispute concerning my participation in the program or the interpretations of this Agreement, any such disagreement shall be determined in accordance with the laws of the Commonwealth of Kentucky.

8. Entire Agreement and Modification. The terms and conditions of this Waiver and Release of Liability represent my complete understanding of the parties hereto with regard to my participation in any art program at Artcroft and supersedes any previous or contemporaneous understandings I may have had with Artcroft on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of both Artcroft and me.

9. Independent Analysis and Binding Authority. I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOICE PRIOR TO EXECUTING THIS RELEASE AND WAIVER OF LIABILITY. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY SHALL BE BINDING UPON ME, MY SURVIVORS, HEIRS, SUCCESSORS AND ASSIGNS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A RELEASE OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, INDEMNIFICATION, AND A HOLD HARMLESS AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL. THIS RELEASE AND WAIVER OF LIABILITY IS IN ADDITION TO AND DOES NOT REVOKE OR MODIFY ANY OTHER AGREEMENT OR RELEASE WHICH I MAY EXECUTE IN CONNECTION WITH THE ARTCROFT PROGRAM.

10. Assurances and Consent. I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO ALL OF THE FOREGOING PROVISIONS.

Printed Name: _____

Signature: _____

Date: _____