

Fire & Friends Z Art Studio

Release & Waiver

Agreement to release Liability, Assumption of Risk, and Indemnity between “undersigned” and Fire & Friends Z, Inc., an Arizona Corporation, dba Fire & Friends Z Art Studio (hereinafter, FFZ)

I, _____, (hereinafter the “undersigned”) reside at

_____, _____, _____, _____
(Address) (City) (State) (Zip Code)

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I acknowledge that I give up certain legal rights when I sign this document which includes the right to recover damages to personal property, bodily injury, and death as a result of my activities in Fire & Friends Z Art Studio’s programs. Furthermore I HEREBY:

- 1) Acknowledge that there is an inherent danger involved in working with glass at various temperatures, kilns, metals, chemicals, power tools and hand tools and that attending FFZ classes involves risk that has the potential to cause personal injury.
- 2) Voluntarily assume the risk and danger of injury or death inherent in the use of equipment and tools provided by FFZ and its instructors.
- 3) **Release, discharge and promise not to sue Fire & Friends Z Art Studio**, doing business under its own name or any other name and/or any of its owners, officers, employees, instructors, and agents (hereinafter the “Releasees”) for any loss, liability damage or cost whatsoever arising out of or related (including death) to my person or property.
- 4) **Release the Releasees from any claim** that such Releasees are or may be negligent in connection with my educational experience, including but not limited to instruction on glass working techniques, transportation to and from seminar activities, maintenance or care of glass and metal working tools and equipment.
- 5) **Indemnify, and save and hold harmless** the Releasees for any loss, liability, damage, injury or cost that may arise out of or in any way connected with my use of glass, metals, chemicals and any tools or equipment provided or any acts or omission of Releasees, or other employees or agents.
- 6) Agree to abide by, follow instructions and rules established by FFZ or any of its instructors, agents, or employees with regard to safety operations in using glass and metal working tools or other artistic equipment.
- 7) The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity is governed by the State of Arizona and intended to be as broad and inclusive as is permitted by Arizona law, and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- 8) This agreement will remain in effect for perpetuity until such time as it may be revoked by the undersigned.
- 9) Acknowledge that this document is a contract and agree that if a lawsuit is filed against Fire & Friends Z Art Studio or its owners, agents, employees or instructors for any injury or damage in breach of this contract, the undersigned will pay all attorney fees and costs incurred by Fire & Friends Z Art Studio in defending such action.

I have read this document in its entirety and agree to the conditions:

(Print Student Name) (Signature) (Date)

(Parent’s Name if student is under 18) (Guardian’s Signature) (Date)

Fire & Friends Z Art Studio
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