

## Release and Waiver of Liability

**PLEASE READ CAREFULLY!**  
**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, in favor of **Teton Arts**, and their respective directors, officers, trustees, employees, volunteers and agents.

**Release and Waiver.** I, the Participant, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other participants.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

**Medical Treatment.** I, the participant, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

**Assumption of the Risk.** I, the participant, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; firing kilns; exposure to glaze materials; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

**Insurance.** I, the Participant, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

**Photographic Release.** I, the Participant, do hereby grant and convey unto Teton Arts all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

**Other.** I, the Participant, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here.

Participant's: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C/W) \_\_\_\_\_

E-mail: \_\_\_\_\_

**Teton Arts Participants UNDER 18**

**IMPORTANT: If the Participant is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. Also, all parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Participant hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Participant, and that by executing this Release, the undersigned is binding himself/herself, the Participant, and any other parent or guardian of the Participant, and all of their heirs, executors, personal representatives, assigns and estates to this Release.**

If the Participant is less than 18 years of age, the Participant and the parents having legal custody and/or the legal guardians of the Participant (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

Parent/Guardian: Name (please print): \_\_\_\_\_

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

Address:

Parent/Guardian: Name (please print): \_\_\_\_\_

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

Address:

\_\_\_\_\_