

Symposium/Retreat Release

As a participant in the Northwest Stone Sculptor Association's Symposium at Suttle Lake Camp and Conference Center near Sisters, Oregon from August 25th-September 1st, 2024. I hereby acknowledge, affirm, agree and represent to the following in this SYMPOSIUM RELEASE ("Release"):

1. I understand and acknowledge that the Retreat will take place both inside and outdoors. I am aware of the risks associated with outdoor activities, including but not limited to the hazards of traversing unfamiliar terrain, exposure to sun, rain, wind, unexpected temperature changes and other forces of nature; exposure to poisonous plants and vegetation, wild animals and insects, and accidents or illness in remote places without medical facilities. I acknowledge that neither the venue nor NWSSA has medical personnel on staff or otherwise available. I am aware of basic safety rules for out of door activities. I will obey and follow any further safety information, instruction or rules offered at the retreat. If NWSSA holds mandatory safety meeting(s), I agree to attend and, even if I don't, I agree that I shall be deemed to have been informed of the information and Risks (*as defined below*) offered in the safety meeting(s).

2. I acknowledge and agree that the Retreat will involve instruction and demonstration in stone and wood handling, cutting and sculpting, and that I will be performing these tasks. I am aware of the inherent risks associated with these activities (collectively, the "Risks", as defined more completely in EXHIBIT A), including but not limited to respiratory and musculoskeletal hazards. I am aware of the inherent Risks of handling hand and power tools. I will obey and follow any further safety information, instruction or rules offered at the retreat, including safety recommendations made by instructors, guest artists and field mentors, whether made during meetings on safety or made individually to me.

3. I represent and affirm that I am in good health and am physically fit and full capable to participate in the Retreat. I have no allergies, heart problems, epilepsy, physical or mental disabilities or any other medical condition that would place me or the other participants in the Retreat at risk of harm or injury.

4. I understand I am responsible for my own safety and or happiness that no one associated with the retreat shall serve as the guardian of my safety and or happiness. I also understand that I am to furnish any equipment or tools I use at the Retreat and that I am solely responsible for ensuring such equipment or tools are in safe and good operating condition.

5. In consideration of an as part payment for the right to participate in the Retreat and any activities that take place in association with the retreat, I hereby assume full responsibility and liability for all risks associated with my participation in the Retreat (including without limitation the Risks) and expressly release and hold harmless the NWSSA, venue, their respective owners, operators, employees, agents, officers, directors, guest artists, field mentors, instructors, suppliers, caterers, and agents (collectively, the "Releasees") from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever (collectively, the "Actions") which may arise out of or in connection with my participation in the Retreat, including but not limited to any occurrence which may result in injury, death or other damages to me or my person (collectively, the "Liabilities"). This Release shall apply regardless of whether or not the death, injury or damage to property was caused, or alleged to be caused, in whole or in part, by any act or omission of a the Releasee, whether or not such act or omission was wrongful or negligent. As such, I hereby release, discharge, and covenant not to bring any Action(s) against the Releasees for any Actions and Liabilities, whether or not caused or alleged to be caused by any act or omission of a Releasee, whether or not such act or omission was negligent or wrongful.

6. I, on behalf of myself my heirs, beneficiaries, executors and administrators, agree to indemnify the Releasees and to hold the Releasees harmless, from all losses, costs and expenses, including reasonable attorney's fees and costs, which the Releasees may suffer by virtue of all claims, demands and liabilities of any kind whatsoever which may be brought by on or my behalf, or on behalf of my spouse, children, family or other loved one, or to any of my or their guests at the retreat, which relates in any way whatsoever to the retreat or to the Releasees performance, acts, or omissions with respect to the

retreat. The terms of this Release shall apply regardless of whether or not a Releasee is a prevailing party in any action claim, demand or liability.

7. I hereby consent to the recording (including, without limitation, by means of still photography, video, film, and/or audio recording) of my image, voice, appearance, likeness, photograph, name and/or biography (collectively, "Personality"), as well as my artwork(s), in NWSSA's promotions and publications, and grant NWSSA the right, on an irrevocable, perpetual, royalty-free basis, to the use my Personality in any and all media, including without limitation for advertising, publicity, commercial or other business purposes, relating to any of such promotions and publications. Initials for Yes _____ No _____.

8. I represent and affirm that I am over 18 years of age and that I am legally competent to sign this release of liability. I further represent and affirm that I have signed this Release as my own free act.

9. If an attendee at the Retreat is a minor, then one of the minor's parents or legal guardians (collectively, the "Guardians") must sign this Release on the minor's behalf. By signing this Release, the Guardian agrees, on behalf of the minor, the Guardian and the Guardian's spouse, heirs, beneficiaries, executors and administrators, to indemnify the Releasees and hold the Releasees harmless for any injuries to the minor to the full extent of this Release, jointly and severally. The Guardian agrees that regardless of whether or not this Release can be enforced against the minor, it shall be enforceable against the Guardian and the Guardian's spouse, heirs, beneficiaries, executors and administrators. The Guardian further agrees to release and discharge the Releasees, and covenants not to sue the Releasees, both on their own behalf and on behalf of the minor, to the full extent of this Release.

10. I UNDERSTAND THAT THE TERMS CONTAINED IN THIS RELEASE ARE CONTRACTUAL AND NOT RECITAL. I FURTHER UNDERSTAND THAT THIS RELEASE AFFECTS MY LEGAL RIGHTS AND THAT I MAY CONTACT AN ATTORNEY OF MY CHOICE BEFORE I SIGN THIS RELEASE IF I HAVE ANY QUESTIONS ABOUT HOW THIS RELEASE AFFECTS MY RIGHTS. I FULLY INFORMED MYSELF OF THE CONTENT OF THIS RELEASE BY READING IT BEFORE I SIGNED IT. If any clause or term of this Release shall be unenforceable, the remainder of the clause or term, and the remainder of this Release, shall remain enforceable and in full force and effect.

Signature

Print Name Date

GUARDIAN OF GRANTOR UNDER 18 YEARS OF AGE: I represent and warrant that I am a Guardian of the minor person named above and I hereby agree that the grant and release contained herein binds such person and their parents or legal guardians to all of the terms of this Release.

Signature

Print Name

Date Signed: _____

Exhibit A: The Risks

Sculpting stone involves a risk of serious injury, including permanent disability and death, and severe social and economic losses which might result from any action, inaction, or negligence of yourself or others, from the condition of equipment, natural forces, or otherwise. The Risks include, but are not limited to: (i) stone dust, grit and chips, which can be hazardous to one's self and bystanders, resulting from hammering, chiseling, cutting, grinding or polishing stone, especially without eye, respiratory, or other bodily protection, (ii) damaging noise from equipment or hammering, chiseling, cutting, grinding or polishing stone, especially if sufficient eye, respiratory, or other bodily protection is not worn, and (iii) use of power tools or spinning tools with or without safety guards. The Risks also include all risks identified in safety meetings (*as detailed in the Release*), and as identified in applicable equipment manuals used at the Retreat or in preparation thereof.

Emergency Contact Information

In case of an emergency, please provide the following:

Your Name: _____

Contact Name: _____

Contact Phone: _____

Their relationship to you: _____

Health Insurance Provider: _____

Do you have a life-threatening allergy we should know about? Yes No

Do you carry an epipen? Yes No

If yes, where do you keep your epipen? _____