

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

DreamMaker Project:	Activity Date(s):
Participant Name:	
Phone Number:	Email:
Emergency Contact (Name/#):	
Activity Name/Description:	

In consideration of being permitted to participate in any way in the above-described activity (hereinafter called the "Activity"), I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue The Ink People, the Board of Directors of The Ink People, and their officers, employees, DreamMaker Projects, and agents from liability from any and all claims including the negligence of The Ink People, its officers, employees, DreamMaker Projects, and agents, resulting in personal injury, accidents or illnesses (including death), property loss, economic loss, emotional distress, psychic injury, pain or suffering of any kind, and damages arising from, but not limited to, participation in the Activity.

Name of Participant (please print legibly): _____

Signature of Participant: _____

Date: _____

Assumption of Risks: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Authorization to participate should not be construed as a requirement to participate. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) insect bites, parasites, and other diseases, to (4) catastrophic injuries including paralysis and death. In-person activity during the COVID-19 pandemic carries enhanced risks that cannot be eliminated regardless of the care taken to avoid illness or injuries. The Ink People cannot guarantee safety or immunity from the coronavirus. Given the extraordinary coronavirus pandemic, in addition to the above, there is the risks of: • Contracting, exposure to, and infection resulting from the coronavirus, other viruses or bacteria; • Quarantine or other inability to travel. I acknowledge that the above list is not inclusive of all possible risks of participating in the Activity, and I am aware of the risks involved whether described or not. I agree to make sure that I know how to safely participate in the Activity, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity is voluntary and that I knowingly assume all such risks.

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Indemnification and Hold Harmless: I also agree to INDEMNIFY, DEFEND, AND HOLD The Ink People and its officers, employees, DreamMaker Projects, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

Medical Treatment Authorization: I understand that an emergency may develop which necessitates the administration of medical care. In the event of injury or illness, I authorize The Ink People or the DreamMaker Project to secure appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that The Ink People has no obligation to provide or seek out any medical treatment for me.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Name of Participant (please print legibly): _____

Signature of Participant: _____

Date: _____

If the participant is under 18 years of age, a parent or legal guardian must agree to sign below.

NAME OF PARENT OR LEGAL GUARDIAN (please print legibly):

PARENT OR LEGAL GUARDIAN SIGNATURE: _____

DATE: _____