

Participation Agreement PLEASE READ CAREFULLY BEFORE SIGNING. THE WORDING ON THIS AGREEMENT MAY NOT BE ALTERED. ACCEPTANCE OF THIS AGREEMENT CONSTITUTES A CONTRACT. THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW. IF YOU DO NOT AGREE WITH THESE CONDITIONS THEN DO NOT PARTICIPATE.

Please fill in all information, PLEASE PRINT as neatly as possible.

Name: Last \_\_\_\_\_ First \_\_\_\_\_ Age: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

I and/or one or more minors for whom I am responsible have decided to engage in one or more of the following activities (“the ACTIVITIES”): Art, metalsmithing, blacksmithing, jewelry making, welding or knife making workshops. Open studio time is also included herein.

In consideration for myself and/or any minor(s) for whom I am responsible being allowed to participate in one or more of the ACTIVITIES, I, and any minor(s) for whom I am responsible, agree to the following terms:

**RELEASE FROM LIABILITY:** On behalf of myself and any minor(s) for whom I am responsible, I unconditionally release from all liability, Mike Edelman, Spruce Forest Artisan Village, Penn Alps Restuarant and its members, directors, owners, employees, representatives, agents and affiliates, for any claims for damages, illness, injury, or death arising out of or relating to participation in any of the ACTIVITIES. This release also encompasses liability arising from or relating to the negligence of Mike Edelman, Spruce Forest Artisan Village, Penn Alps Restuarant, liability arising out of or relating to exposure to infectious diseases, and liability arising out of or relating to the condition of, or the use of, tools and equipment.

**WAIVER OF RIGHT TO SUE:** On behalf of myself and any minor(s) for whom I am responsible, I unconditionally waive the right to sue Mike Edelman, Spruce Forest Artisan Village and Penn Alps Restuarant for damages, illness, injury, or death arising out of or relating to participation in any of the ACTIVITIES. This waiver also encompasses claims arising from or relating to the negligence of Mike Edelman, Spruce Forest Artisan Village and Penn Alps Restuarant, claims arising out of or relating to exposure to infectious diseases, and claims arising out of or relating to the condition of, or the use of, equipment and tools.

**ACCEPTANCE OF THE RISKS:** I understand and am aware that participating in one or more of the ACTIVITIES entails inherent and other risks, which could result in illness, physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity in which I am participating. These risks include, but are not limited to: burns, broken bones, hearing damage, cuts/wounds, death, foreign objects in eyes/eye damage, burned/damaged clothes/shoes and other personal property, burned hair, bruises, sprains/twists and muscle damage, joint injuries as well as other not listed but similar injuries/damages. You will be exposed to sharp objects, heavy moving and falling objects, power tools, hot coals/metals/fires, uneven ground, ground with debris/dirt/obstructions, arc flashes, sparks, metal shrapnel, hot fluxes and dangerous machinery. In addition, there is a risk of illness, injury or death caused by the negligence of Mike Edelman, Spruce Forest Artisan Village and Penn Alps Restuarant. I ACCEPT THESE RISKS FOR MYSELF AND FOR ANY MINOR PARTICIPANTS FOR WHOM I AM RESPONSIBLE.

**EQUIPMENT:** I understand and agree that any equipment I or any minor for whom I am responsible may use is accepted as is, with no warranties, express or implied. I agree that I have full responsibility for its care while the equipment is in my possession or the possession of a minor for whom I am responsible. I will be responsible for the replacement, at full retail value, of any equipment used under this agreement, which is not returned in the same condition as it was at the beginning of the workshop by the agreed time.

**RULES AND ABILITY TO OPERATE EQUIPMENT:** I have read the *rules posted on mikedelmanart.com* and agree to abide by them and to explain them to any minor participant for whom I am responsible. I will always follow the instructions of the teacher and will not engage in any careless or reckless behavior. I represent that I (and any minor for whom I am responsible) am not under the influence of alcohol or drugs, including prescription drugs that may affect the ability to participate in any of the ACTIVITIES. I represent that there is nothing preventing me or any minor for whom I am responsible from safely operating and controlling equipment I or the minor may use.

**INDEMNIFICATION OF Mike Edelman, Spruce Forest Artisan Village and Penn Alps Restaurant:** If any third party brings a claim against Mike Edelman, Spruce Forest Artisan Village or Penn Alps Restaurant for damages of any sort, whether such claim is in the form of an informal communication or in the form of a civil action; and, the claim in whole or in part arises out of or relates to acts or omissions committed in the course of participating in ACTIVITIES by me or by any minor for whom I am responsible, I agree to indemnify and hold Mike Edelman, Spruce Forest Artisan Village or Penn Alps Restaurant harmless for all such damages sought, including but not limited to Mike Edelman, Spruce Forest Artisan Village or Penn Alps Restaurant attorney's fees and costs.

**VENUE AND APPLICABLE LAW:** In the event that I file a lawsuit against Mike Edelman, Spruce Forest Artisan Village or Penn Alps Restaurant, I agree to do so solely in the Circuit Court of Garrett County, Maryland, and I further agree that the substantive law of Maryland shall apply.

**USE OF IMAGES:** I understand that while I or any minor for whom I am responsible participate in ACTIVITIES, Mike Edelman, Spruce Forest Artisan Village or Penn Alps Restaurant may capture my photographic or video image and use such images for promotional or publicity purposes. In consideration for being permitted to participate in ACTIVITIES I agree that Mike Edelman, Spruce Forest Artisan Village or Penn Alps Restaurant has all rights to such images, without prior notice to me and without any further consent by me or by the minor(s) for whom I am responsible.

**SAVINGS CLAUSE:** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**ADULT PARTICIPANTS SIGN HERE TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT.**

Signature of ADULT Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**IF YOU ARE NOT SIGNING FOR ONE OR MORE MINOR PARTICIPANTS, STOP!**

**IF YOU ARE SIGNING FOR ONE OR MORE MINOR PARTICIPANTS, COMPLETE THE FOLLOWING TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT ON BEHALF OF MINOR PARTICIPANT(S):**

MINOR'S NAME(S) \_\_\_\_\_

ADDRESS(ES) \_\_\_\_\_

AGE(S) \_\_\_\_\_

ADULT Name (print): \_\_\_\_\_

Signature of ADULT: \_\_\_\_\_ Date: \_\_\_\_\_