

WAIVER AND RELEASE AGREEMENT

I realize that there are dangers inherent in glassblowing, glass working, and other related activities, and that mortal or serious personal injuries and property damage, including (but not limited to) physical effort, cuts, burns, inhalation of hazardous substances, and/or exposure to visible and invisible radiation, may occur from my participation in such activities.

I assume full responsibility for the risk of personal injury, death, and property damage due to the **negligence** and/or **fault** of the parties released by this document, and/or due to the **condition of the premises** on which the activities will take place, whether such negligence, fault, and/or condition of the premises is present at the signing of this agreement or takes place in the future.

On my own behalf and on behalf of my heirs, personal representatives, and assigns, I hereby release The Glass Factory, Inc., Third Degree, L.L.C., Park Property Management, L.L.C. and all of their officers, directors, members, managers, partners, employees, contractors, and volunteers (collectively, **“the parties released by this document”**) from all claims, demands, actions, rights of action, or other legal rights to claim compensation for any loss or injury which I may sustain as a result of their **negligence** or **fault**, or the **condition of the premises**, or any other cause whatsoever, whether loss or injury occurs while participating in, going to, or coming from such activity. However, this waiver and release does not apply to gross negligence or intentional torts by the parties released by this document.

Further, I agree to indemnify and hold all parties released by this document harmless from any such claims or demands.

I expressly agree that this waiver and release agreement is intended to be as broad and inclusive as permitted by the Laws of the State of Missouri and of any other state wherein such activities may occur, and that if any portion hereof is held invalid, the remainder hereof shall continue in full force and effect.

This Agreement contains and embodies the entire agreement and understandings between the parties concerning the subject matter hereof.

YOUR SIGNATURE INDICATES THAT YOU HAVE READ AND AGREE TO THE ABOVE.

Signature: _____ Date: _____

Address: _____ Zip _____ Phone: _____

Print name: _____ Age: under 18 19-40 41-60 60+

Optional Email (Please!!): _____

If participant is under the age of 18, parent or guardian must sign as well.

Signature: _____ Date: _____

Print name: _____