

Assumption of Risk, Waiver of Liability, Indemnity and Refund Agreement

Provenance Art, Inc. for Once Around

Class and workshop activities offered by Once Around include, but are not limited to art and crafts classes/instruction. **Some art and craft activities involve risk, such as cutting with scissors, using sharp needles and pins, X-acto knives, sewing machines and the use of materials with Prop 65 warnings such as aerosol paints, soft pastels and adhesives or allergic reactions to art materials, painting and sketching outdoors including crossing streets and being around the public.** Not all classes and workshops carry these risks. If you are concerned about potential risks, please ask before signing up or signing this document. Activities that require prior experience will be indicated, otherwise classes may be graded by age and are in general suitable for beginners. Instructors will advise students when to exercise appropriate caution and what steps to take to enhance safe use of materials and tools, but students are expected to be able to work independently some of the time.

Once Around, and its parent company Provenance Art, Inc., regard student safety and the safety of others as a top priority. We take great care to minimize any risks associated with classes by having experienced teachers. However, regardless of the care taken to avoid injuries, some risks are **inherent** in some activities and cannot be totally eliminated. **Inherent risks** also include unexpected equipment failure; unknown facility hazards; careless behavior by you or CO-PARTICIPANTS; errors in judgment by a Once Around employee or guest teacher; and injuries caused by negligence on the part of Once Around, Provenance Art, its employees, you or CO-PARTICIPANTS.

In spite of the benefits of the available activities and the care taken to prevent injuries, Once Around/Provenance Art, Inc. want you to understand that injuries may occur although they are likely to be minor.

Assumption of Inherent Risks: I understand that there are inherent risks associated with classes and workshops offered by Once Around/Provenance Art, Inc. and that these activities involve potential dangers regardless of the care taken by Once Around/Provenance Art, Inc. I realize that Once Around/Provenance Art, Inc activities require some degree of skill and attention to instruction and warnings provided. I have read the previous paragraphs and 1) I know the nature of the Once Around/Provenance Art, Inc activities; 2) I understand the demands of those activities relative to my cognitive ability and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. **I hereby assert that my, and, if applicable, my child's or ward's, participation at Once Around/Provenance**

Art, Inc. is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself and, if applicable, my child or ward.

Waiver of Liability for Ordinary Negligence of Once Around/Provenance Art, Inc. : In consideration of permission to participate in workshops and classes at and use the property, facilities, equipment, and services of Once Around/Provenance Art, Inc, today and on all future dates, **I** (on behalf of myself, my child or ward, my spouse, heirs, personal representatives, my estate, my parents and assigns – referred to hereafter as “RELEASING PARTIES”) **do hereby waive, release, discharge and covenant not to sue** Once Around/Provenance Art, Inc, and their respective owners, directors, officers, employees, volunteers, independent contractors, guest teachers, agents, affiliates, successors, assigns, and equipment suppliers -- referred to hereafter as “PROTECTED PARTIES”) from liability **from any and all claims arising from the use of the Once Around/Provenance Art, Inc. facilities including any injury resulting from the ordinary negligence** of the PROTECTED PARTIES.

This agreement applies to 1) **personal injury** (including death) from incidents or illnesses arising from participation in Once Around/Provenance Art, Inc. activities (including, but not limited to: rclasses, and instruction; individual use of facilities, equipment, and all premises including the restroom, storage room, associated sidewalks and parking lots), to 2) any and all claims resulting from the damage to, loss of, or theft of **property**, and to 3) **consequential and other damages**, such as but not limited to your inability to work, resulting from any injury or loss.

Indemnification: I, on behalf of myself and, if applicable, my child or ward, also agree to hold harmless, defend, and indemnify Once Around/Provenance Art, Inc. (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims of the RELEASING PARTIES arising from my and, if applicable, my child's or ward's, death, injury, or loss due to involvement in Once Around/Provenance Art, Inc. activities (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of PROTECTED PARTIES.)

I, on behalf of myself and, if applicable, my child or ward, further agree to hold harmless, defend, and indemnify Once Around/Provenance Art, Inc. and PROTECTED PARTIES (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) against **any and all claims of CO- PARTICIPANTS**, rescuers, and others arising from my and, if applicable, my child's or ward's, conduct in the course of using the Once Around/Provenance Art, Inc. facilities.

Tuition and Refund Policy

Formal enrollment for a workshop begins as soon as the spot in a class is requested via telephone, text message, email or in person and the name and contact information of the participant is provided. Payment in full must be made prior to participation a class or workshop. Once Around/Provenance Art, Inc. has a limited enrollment and reserves the right to refuse entry and acceptance into a workshop or remove a student for any reason. Due to the small size and limited enrollment of classes and workshops, all sessions are non-refundable. We do our best to be as flexible as possible concerning this policy. Please contact us with any questions. In the event the bank returns a check with "insufficient funds", we require a replacement check in the original amount plus coverage of any fees charged to our account by our bank due to this matter.

Clarifying Clauses:

1) I, on behalf of myself and, if applicable, my child or ward, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that **this is the entire agreement between me and, if applicable, my child or ward, and** Once Around/Provenance Art, Inc. and cannot be modified or changed in any way by representations or statements by any agent or employee of Once Around/Provenance Art, Inc.

2) I, on behalf of myself and, if applicable, my child or ward, further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws 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.**

3) I, on behalf of myself and, if applicable, my child or ward, agree that if any dispute shall arise from this Agreement or from my or my child's or ward's use of the Once Around/Provenance Art, Inc. facilities, I and, if applicable, my child or ward, shall first engage in good faith efforts to **mediate** the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I, on behalf of myself and, if applicable, my child or ward, agree that all disputes, controversies, or claims arising out of this Agreement or use of the Once Around/Provenance Art, Inc. facilities shall be submitted to **binding arbitration** in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.

4) I, on behalf of myself and, if applicable, my child or ward, also understand that **if legal action is brought, the appropriate**

trial court for the county of Marin in the State of California has the sole and exclusive jurisdiction and that only the substantive laws of the State of California shall apply.

Acknowledgements to Promote Safety at Once Around/Provenance Art, Inc.: These acknowledgements aid Once Around/Provenance Art, Inc. in providing for your safety.

Health Status – I, on behalf of myself and, if applicable, my child or ward, assert that:

- I and, if applicable, my child or ward, possess sufficient physical fitness, cognitive ability and coordination to enable safe participation in Once Around/Provenance Art, Inc. activities.
- I and, if applicable, my child or ward, assume the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure).
- I and, if applicable, my child or ward, will cease activity if there is discomfort.

Emergency Care – I, on behalf of myself and, if applicable, my child or ward, assert that

- Once Around/Provenance Art, Inc. can administer emergency first aid, CPR, and use an AED if deemed necessary.
- Once Around/Provenance Art, Inc. can secure emergency medical care or transportation (i.e., EMS) if deemed necessary.
- I assume all costs of emergency medical care and transportation.

Rules & Safety – I, on behalf of myself and, if applicable, my child or ward, agree:

- To abide by all safety-related rules while participating.
- To attempt only activities that each feels capable of performing safely.
- To inform Once Around/Provenance Art, Inc. immediately if I and, if applicable, my child or ward, see conduct or a facility condition or materials that endanger others.
- That I and, if applicable, my child or ward, understand the importance of safety rules and safety equipment, **particularly listening to instructions and warnings from teachers/supervisors.**
- That Once Around/Provenance Art, Inc. has the authority to terminate participation if it is deemed a danger to you or others.

Acknowledgment of Understanding: If applicable, I assert that I have explained the risks of the activity to my child or ward and that he or she understands the agreement. I have read this Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my rights, the rights of my child or ward, if applicable, and the rights of any RELEASING PARTY to sue for damages in the event of death, injury or loss. I further acknowledge that I, on behalf of myself and, if applicable, my child or ward, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity or ordinary negligence by the PROTECTED PARTIES, to the greatest extent allowed by law of the State of California.

TODAY'S DATE _____ (MM/DD/YYYY)

Adult Participant Section AND/OR Parent / Court Appointed Legal Guardian Section:

Parent / Court Appointed Legal Guardian must sign below if Participant is a Minor (under 18 years of age)

Name of Adult Participant AND/OR Parent/Legal Guardian (Print):

Signature of Adult Participant AND/OR Parent/Legal Guardian:

**Minor Participant Section (under 18 years of age)
MINOR'S WAIVER MUST BE SIGNED BY THEIR PARENT/LEGAL GUARDIAN
(ABOVE)**

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Once Around/Provenance Art, Inc. staff section:

Date _____ Employee Initials _____