

## PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM

In exchange for participation in the crafting activities and services provided by CraftBox LLC, (“CraftBox”) including but not limited to painting, using tools, blades, open flames, nails, leather punches, or glue, woodworking, and/or use of the property, facilities, and/or other products or services (the “Activities”), the individual named below (referred to as “I”, “myself” or “me”) agrees to the following terms and conditions set forth in this agreement (this “Agreement”).

1. **Agree to Follow Directions:** I agree to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions, whether written or oral, given by CraftBox, its employees or agents.
2. **ASSUMPTION OF RISK, WAIVER, AND RELEASE.** I AM AWARE AND UNDERSTAND THESE ACTIVITIES INVOLVE AN ELEMENT OF RISK AND DANGER OF ACCIDENTS AND I KNOWINGLY ASSUME THOSE RISKS. IN CONSIDERATION FOR BEING PERMITTED BY CRAFTBOX TO PARTICIPATE IN THE ACTIVITIES, I HEREBY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS, NOW KNOWN OR HEREINAFTER KNOWN IN ANY JURISDICTION, FOR DAMAGE FOR PERSONAL INJURY, DEATH, EMOTIONAL HARM, PROPERTY LOSS OR DAMAGE OR ANY PECUNIARY HARM WHICH I MAY HAVE, OR WHICH MAY HEREFTER ACCRUE TO ME, AS A RESULT OF PARTICIPATION IN SAID ACTIVITIES. THIS RELEASE IS INTENDED TO DISCHARGE IN ADVANCE THE ABOVE CRAFTBOX OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN SAID ACTIVITIES, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS, NEGLIGENCE OR CARELESSNESS OF MYSELF, OTHER PARTICIPANTS, OR ON THE PART OF THE PERSONS OR ENTITIES MENTIONED ABOVE. THIS AGREEMENT IS TO BE BINDING ON MY SUCCESSORS AND ASSIGNS. I AGREE TO INDEMNIFY AND TO HOLD HARMLESS THE ABOVE PERSONS OR ENTITIES FROM ANY LOSS, LIABILITY, DAMAGE, COST, OR EXPENSE WHICH THEY MAY INCUR AS THE RESULT OF MY DEATH OR ANY INJURY OR PROPERTY DAMAGE THAT I MAY SUSTAIN WHILE PARTICIPATING IN SAID ACTIVITIES.
3. **Fees.** I agree to pay for all damages to any CraftBox supplies or tools, facilities or any other property of CraftBox caused by any negligent, reckless, or willful actions or misuse by me. In no event shall CraftBox be liable for any indirect, incidental, special, exemplary, punitive or consequential damages.
4. **Disclaimer of Warranties.** ALL CRAFTBOX ACTIVITIES ARE SOLD “AS IS” AND CRAFTBOX HEREBY FOREVER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY AND ALL OF THE SAME, INCLUDING ANY WARRANTY IMPLIED BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.
5. **Media Use Release.** I hereby grant permission for CraftBox to use my photograph, likeness, image, voice, statement, or video image taken of me for the purpose of publication, promotion, illustration, education, marketing, or advertising at the sole discretion of CraftBox, in any manner or media throughout the world without restriction. I waive my right to any compensation.
6. **Miscellaneous.** This Agreement constitutes the sole and entire agreement of CraftBox and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Santa Clara County, California and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY SURRENDERING CERTAIN RIGHTS.**

Signed:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In case of Emergency: \_\_\_\_\_  
(Optional)

Phone Number: \_\_\_\_\_

Please check one of the boxes below:

☐ **YES, please keep my waiver on file for the calendar year.** I consent to this Agreement being in full effect for each time I participate in CraftBox Activities in a calendar year.

☐ **NO, I will sign a waiver each time I participate.**