

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS

WAIVER OF LIABILITY

In consideration of being permitted to use the property, tools, equipment and services of Woodcraft Corp. (WOODCRAFT), Allwell Enterprises Inc.(ALLWELL), and the Stringed Instrument Makers of Southern California (SIMSCal) and their officers, employees, owners and members, I, for myself, heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue SIMSCal, its members and agents from any and all claims or demands including negligence resulting in personal injury or property loss arising from, but not limited to, participation in activities, classes, observation, and use of tools and equipment belonging to WOODCRAFT, ALLWELL, and SIMSCal, its members or agents.

ASSUMPTION OF RISKS:

Woodshop and lutherie activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Table, band and saber saws, routers, chisels and planes are all bladed tools made specifically for cutting wood. Some persons have allergic reactions to the resins or extractives in exotic hardwoods. Sidebending machines use heat to form wood instrument sides. Direct contact of cyanoacrylate glues with the eyes can cause sever damage. Certain finish components can pose health risks to susceptible persons after long exposure.

The specific risks vary from activity to activity, but the risks range from minor injuries such as abrasions, bruises, burns, scratches, or cuts, to major injuries such as sever allergic reactions, eye injury or loss of sight, hearing impairment, wounds or severed fingers.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in woodshop and lutherie activities taught by SIMSCal at the Fountain Valley WOODCRAFT/ALLWELL location. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS

I also agree to indemnify and hold WOODCRAFT, ALLWELL and SIMSCal 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 classes taught by SIMSCal at the Fountain Valley WOODCRAFT/ALLWELL location.

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 their 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.

Print Name

Signature

Date