Stringed Instrument Makers Of Southern California

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 the Stringed Instrument Makers of Southern California (SIMSCal), their officers and agents, I, for myself, heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue SIMSCal, its officers, members and/or 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 SIMSCal, its officers, members or agents.

_____ Initial _____ Date

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 severe 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 severe 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 Huntington Beach location. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

_____ Initial _____ Date

INDEMNIFICATION AND HOLD HARMLESS

I also agree to indemnify and hold SIMSCal, its officers, members and agents 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 Huntington Beach class location.

_____ Initial _____ Date

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.

_____

Signature Date