

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

for Spark: an art studio LLC and James and Lynn Harnen

In consideration of being allowed to participate in projects, classes, workshops or activities of whatsoever kind or nature as well as the use of any facilities and the use of the equipment and materials, I hereby agree as follows:

To waive and release any and all claims based upon negligence, active or passive with the exception of gross, intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereinafter referred to as Releasees): **SPARK: AN ART STUDIO, LLC and JAMES AND LYNN HARNEN**, individually.

1. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action, demands, property damage wrongful death, loss of services, lost profits, consequential, exemplary, direct or indirect, punitive damages, debts, expenses, known or unknown, in law or equity or otherwise that I, my estate, heirs, executors or assigns may have arising from my participation in any projects, classes, workshops or activities of whatsoever kind or nature and arising from Releasees use in whatever form of my image, likeness and sound of my voice as recorded on audio or video tape with the exception of gross negligence. By executing this document, I agree and knowingly intend to indemnify and hold the Releasees harmless for any injury or loss which may occur to me during my participation in any projects, classes or activities of whatsoever kind or nature.
2. By entering this agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.
3. I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, United States of America.
4. If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.
5. I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration to Releasees I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears, any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse social media, advertising or educational settings within an unrestricted geographic area or on the internet.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf.

My signature below certifies that I have carefully read the above agreement and understand and agree to comply with all its terms and provisions. I certify I have read the detailed description of the class, project, workshop, activity or trip that I am joining or participating in and am physically and mentally capable of participation. I am voluntarily participating with knowledge that inherent dangers are involved and agree to assume all risk.

If the Participant(s) is a minor, I certify that I am the Parent or Guardian, and by my signature they, on my behalf release all claims that both they and I have.

I have read this waiver (required)

Name of Participant (required):

Email (required)

If you are the guardian of multiple minors, please list their names here separated by a comma. :

Please enter today's date:

Your signature or signature of legal guardian (required):

Where did you hear about us? :

- Brentwood Lifestyle
- Community Impact Magazine
- NextDoor Neighborhood App
- Google Search
- Radio
- Friends
- Other

I want to be added to Spark's to receive promotions from Spark: an art studio.