



8291 FM 279, Edom, TX

### Release of Liability

In exchange for participation in the activity of Borosilicate Lamp Work organized by Justin Simmons of Legacy Glass Memorials and and/or use of the property, facilities, and services of Glass Hauss, Edom TX,

I, \_\_\_\_\_, of agree for myself and (if applicable) for the members of my family, to the following:

**1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the instructor.

**2. Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Glass Hauss and Legacy Glass Memorials for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities, whether caused by the fault of myself or other third parties.

**3. Indemnification.** I agree to indemnify and defend Glass Hauss and Legacy Glass Memorials against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities.

**4. Fees.** I agree to pay for all damages to the facilities of Glass Hauss caused by any negligent, reckless, or willful actions by me or my family.

**5. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

**6. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Legacy Glass Memorials and Glass Hauss has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

**7. Arm's Length Agreement.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

**9. Emergency Contact.** In case of an emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**10. Guardian Release.** (If applicable) I hereby consent for my child and/or person under my guardianship to participate in borosilicate lampwork. Child's Name: \_\_\_\_\_, who is my (Relationship): \_\_\_\_\_ to participate in aforementioned activities and agree to not hold Glass Hauss liable for injury or damages related to the activity of glass blowing. I also agree to reimburse Glass Hauss for any damages caused to equipment and/or gallery property by said minor person.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

By: \_\_\_\_\_

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