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**WAIVER OF LIABILITY, MEDICAL RELEASE, PHOTOGRAPHY/VIDEO RELEASE & INDEMNIFICATION AGREEMENT**

I hereby **waive**, **release** and **discharge** any and all claims and damages for personal injury, death, or property damage which I, or my minor children, may sustain or which may occur as a result of my own participation, or that of my minor children, in **Interior Monologues, inc., Dba Confluence Studios (hereafter referred to as Confluence Studios)** classes and other activities.

I further understand and agree that:

1. This release is intended to discharge in advance the Confluence Studios, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with my participation or my minor children’s participation in Confluence Studios’ activities;
2. Such classes and activities may be of a hazardous, strenuous, and/or physical nature, and participation in said activities may result in injury, death or property damage;
3. Knowing the risk involved, nevertheless, I voluntarily request permission for myself or my minor child to participate in said activities;
4. I hereby assume any and all risks of injury, death or property damage and to release and hold harmless Confluence Studios, its officers, employees & agents, except for their sole negligence or intentional acts;
5. This waiver, release and assumption of risk is binding on me and my heirs and assigns;
6. I will indemnify and hold Confluence Studios harmless from any loss, liability, damage, cost or expense, including litigation, which it may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities;
7. I will compensate any loss, damage, or cost Confluence Studios may incur if any litigation arises due to any claim made by myself, said minors, or by anyone on said minor’s behalf;
8. In the event that said minor requires medical or surgical treatment while under the supervision of Confluence Studios personnel in connection with said activities, such supervisor may authorize treatment;
9. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment;
10. Activities are not childcare as defined by the State of Colorado;
11. Confluence Studios is not responsible for unattended children on the premises before or after classes for which they are enrolled;
12. I expressly allow, and hereby waive any objection to, the Confluence Studios photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in Confluence Studios;
13. I understand and agree that all photographs and videotapes will remain the property of Confluence Studios, and that the Confluence Studios may use such photographs or videotapes for archival and promotional purposes, including their use in Confluence Studios catalogs, brochures, other printed materials, and in Davis Arts Center online web pages. Confluence Studios will take all necessary precautions to keep names and ages of participants confidential unless otherwise requested.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities.

I have carefully read this Waiver of Liability, Medical Release, Photography/Videotape Release and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Confluence Studios, and that I sign it of my own free will. Davis Arts Center may accept future phone, mail, online, or in-person registrations under these provisions.