

*This document affects your legal rights. You must read and understand it before signing.*

**AH HAA SCHOOL FOR THE ARTS  
AGREEMENT, RELEASE AND DISCHARGE  
FOR COURSE PARTICIPANTS**

**Course Title: Art PE**

**Instructor(s): Instructors Vary**

**Date: 5 weeks, January-February**

By signing this agreement, release and discharge (“**Agreement**”) below, I hereby acknowledge, represent, warrant and agree to and with the Ah Haa School for the Arts and The American Academy of Bookbinding and both of their respective officers, agents employees and related persons and entities (collectively, “**Ah Haa**”), that I am either over the age of 18 or the legal guardian, parent or authorized representative of any person under 18 and, in consideration of (i) the services and use of facilities offered by Ah Haa; (ii) the rate charged therefor; and (iii) and the right to engage as a participant in the above-referenced activity, class or program (the “**Course**”), I hereby acknowledge, agree, promise, and covenant to and with Ah Haa, and release, and discharge Ah Haa on behalf of myself, my heirs, assigns, personal representatives and/or estate (collectively referenced below as “**I**”, “**me**”, “**my**”, or “**myself**”, etc.) as follows:

**A. ACKNOWLEDGMENT OF RISK:** I understand and acknowledge that I voluntarily engage in the Course as a participant and, therewith, accept all risks, known and unanticipated, which could result in my injury, death, illness, disease, physical or mental, or damage to myself, to my personal property or to third parties. I understand and acknowledge that those risks may result in personal claims against Ah Haa or claims against me by third parties. Among these risks are the following: (1) the nature of the Course, whether it involves making use of heavy, potentially dangerous equipment or tools, and even if it is undertaken in a remote or wilderness area; (2) the effects of physical activity at high altitudes; (3) exposure to sun or other extreme weather conditions; (4) the acts or omissions, by the Ah Haa in any degree (including negligence); (5) acts of other persons and/or participants in the Course, including Ah Haa; (6) contact with plants or animals; (7) my own physical condition, and/or my own acts or omissions; (8) conditions of roads, trails, or terrain, and accidents connected therewith; (9) first-aid, emergency treatment or other services rendered; (10) consumption of food or drink; and/or (11) leaving Ah Haa property to go on the river trail, playground or field trips within the Town of Telluride and/or surrounding areas.

I understand and acknowledge that the consequences of such hazards may be exacerbated due to occurrences in remote places where rescue and/or medical attention may not be readily available. I also understand and acknowledge that the consequences of occurrence of illness in such remote places likewise could be exacerbated.

I understand and acknowledge that the above list is not complete or exhaustive, or intended to be, and that other risks, known and/or unknown, identified and/or unidentified, anticipated and/or unanticipated also may result in injury, death, illness, disease, or damage to myself, to my property and/or to other third parties with that understanding and acknowledgement, I still expressly accept those risks not specifically listed above, as well as those elaborated.

**B. ACCEPTANCE OF RISKS AND RESPONSIBILITIES:** I am aware that all Courses in which I partake at the Ah Haa are strictly voluntary, and are undertaken at my own choice, to whatever degree I deem appropriate, after due consideration of my own physical health, physical abilities, adequate clothing, gear, tools, and equipment, and mental condition, as well as those of any family members, associates, or minors in my party. Because certain Course activities may entail a risk of injury to myself and a risk of injury to third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself and/or to my property arising from my participation in the Course. I further agree that, in choosing to participate in each Course, I will not be under the influence of any chemical substance, including alcohol, nor will be any family members, associates, or minors in my party.

**C. RELEASE:** I willingly and knowingly assume for myself, my heirs, family members, associates, executors, administrators, members of my party and assigns all risk of physical injury, emotional upset, death, illness or disease and property damage that might occur up to, during, and after my participation in the Course specifically including, but not limited to, the negligent

acts or omissions of Ah Haa. I further agree, commit and covenant to and with Ah Haa to hold harmless and indemnify Ah Haa from and against any and all defense costs, including attorneys fees, and/or any other costs incurred in connection with claims for bodily injury and/or property damage that I may negligently or intentionally cause to other third parties in the course of my participation in the Course.

I further hereby agree, promise and covenant not to sue, assert, or otherwise maintain or assert any claim against Ah Haa for any injury, death, illness, disease or damage to myself, my property, and/or any family member or members of my party arising from or connected with my participation in the Course or from any claim asserted against me by third parties. In signing this Agreement, I fully recognize, confirm and acknowledge that, if anyone is hurt or property is damaged while I am engaged in the Course, including travel to and from the Course, I will have no right to make a claim or file a lawsuit against Ah Haa.

**D. ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT:** I further hereby understand and acknowledge that, by signing this Agreement, I have given up certain legal rights and/or possible claims that I otherwise might be able to assert or maintain against Ah Haa specifically including, but not limited to, rights arising from claims for the acts or omissions of Ah Haa including, negligent in any degree.

I understand and acknowledge that, by signing this Agreement, I have assumed responsibility and legal liability for any and all claims and/or other legal demands, including defense costs, which may be asserted by other third parties, including Ah Haa claims regarding property damage, against me as a result of my participation in any Ah Haa Course and/or use of Ah Haa's facilities.

**E. PARTICIPATION INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION:** I understand and acknowledge that no major medical insurance benefits will be provided to me during the Course. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in the Course and to cover bodily injury or property damage caused to any third party as a result of my participation in the Course. If I have no such insurance, I hereby certify that I am capable of personally paying for any and all such expenses or liabilities, without the need for insurance proceeds, and understand that Ah Haa is relying on such certification in allowing me to participate in the Course.

If there are any physical or mental conditions for which I have received medical treatment or for which I currently am receiving medical treatment, these are set forth, as follows (attach any details not able to be listed below):

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**F. USE OF STUDENT WORK FOR PUBLICITY AND INSTRUCTION:** I agree that Ah Haa may use, for publicity purposes or in educational materials, all works, likeness and/or studies created during the Course and I hereby waive and forfeit all claims to ownership of and/or income, royalties or other returns from, any such uses, works, studies and/or materials produced in connection therewith.

**G. PHOTO PERMISSION/RELEASE:** I authorize Ah Haa, or parties designated by Ah Haa, to take photos or other images, written or spoken statements (including quotations from conversations and correspondence), motion pictures and/ or videos or other recordings, of or including myself, without compensation, and use these materials, including for sale, reproduction or display on the worldwide web (i.e. websites, Facebook, You Tube) and in catalogues or other materials, or any other promotional or educational use. These materials are the sole property of Ah Haa.

**H. COURSE CANCELLATION:** I understand and acknowledge that full tuition, less a \$25 non-refundable processing fee, will be returned when cancellations occur 14 days or more before the class starts, with the exception of the visiting artist program. However, I understand that no refund will be given when a cancellation is made less than 14 days before the class begins. Payments for visiting artists programs are non-refundable 30 days prior to the start of the class. Ah Haa and its instructors reserve the right to cancel classes with less than four students before the first day of class, but will make every

effort to enroll additional students. If the minimum of four students has not been met, I will be notified and refunded the class fee.

**I. LOST, STOLEN OR DAMAGED PROPERTY:** I understand and acknowledge that Ah Haa is not responsible for a participant's lost, stolen or damaged personal belongings, whether incurred during travel or while participating in a Course. I may be held responsible for damage to or loss of Ah Haa property or equipment cause by me. I understand and acknowledge that my responsibility for damage to or loss of Ah Haa property or equipment may include Course participants' shared collective responsibility for willful equipment/property destruction or loss.

**J. EQUAL OPPORTUNITY:** I am aware that Ah Haa provides equal opportunities to all, and does not discriminate on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age, or disability. However, I understand and acknowledge that Ah Haa reserves the right to refuse admission to any Course in appropriate cases, including, but not limited to, cases where health or medical conditions may preclude participation, or to reserve Course space based upon gender or age, to create a desirable Course environment.

**K. GOVERNING LAW:** I understand and acknowledge that Colorado substantive law, without regard to its "conflict of law" rules, governs this Agreement and any dispute I have with Ah Haa, and I agree that any mediation, suit or other proceeding brought against Ah Haa must be filed or entered into only in San Miguel County, Colorado.

**L. MEDIATION:** I agree to attempt to settle any dispute I have with Ah Haa (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator.

**M. ENTIRE AGREEMENT:** I understand that this Agreement reflects the sole and entire understanding and agreement between myself and Ah Haa, relating to risk or injury to myself, or my property and/or to others, and that (i) this Agreement cannot be modified or changed in any way by the representations or statements of any employee or agent of Ah Haa, or me, except in writing signed by both Ah Haa and me; and (ii) I agree to be bound by all the terms, conditions and requirements reflected in this Agreement.

My signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms, conditions and requirements.

SIGNATURES (of Guardians)

**Student Printed Name(s)**

Parent/Guardian Signature

Phone

Date

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