



Stacy Frank
Stacy's Studio
1619 King Street
Santa Cruz, CA 95060
415-497-2203

I look forward to hosting you for a creative session in my studio. Please read and sign this waiver before attending the workshop. If you are registering a group only one waiver is required.

THIS DOCUMENT RELEASES AND WAIVES CERTAIN LEGAL RIGHTS. YOU SHOULD READ THIS DOCUMENT THOROUGHLY AND YOUR SIGNATURE (AS DENOTED BY YOUR ELECTRONIC REGISTRATION FOR THIS CLASS OR SIGNATURE ON A HARD-COPY FORM AT THE STUDIO) REPRESENTS THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. THIS APPLIES TO ALL PARTICIPANTS UNDER A GROUP SIGN-UP, IF THAT IS HOW PARTIES WERE REGISTERED.

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I acknowledge that I hereby give up certain legal rights when I register for a class or event which includes the right to recover damages to personal property, bodily injury, and any projects left at the studio in exchange for the consideration of participating in the class and using the tools and equipment provided to me as part of the class.

Furthermore, I HEREBY:

1. Release Stacy Frank from any loss, liability, damage, injury or cost that may arise out of my use of art materials, tools or equipment at Stacy's Studio and I voluntarily assume the risk and danger of injury using such art materials, tools and equipment.

2. Release, discharge and promise not to sue Stacy Frank/Stacy's Studio under her own name or any other name and/or any of its owners, officers, employees, instructors, and agents (hereinafter, "Releasees") for any loss, liability, damage, injury, illness (including potential Covid exposure) or cost whatsoever arising out of or related to my person or property.
3. Release Releasees from any claim that such Releasees are or may be negligent in connection with my educational experience, including but not limited to instruction on art making/working techniques, transportation to and from seminar activities, and maintenance or care of tools, equipment and supplies.
4. Indemnify and hold harmless Releasees for any loss, liability, damage, injury or cost that may arise out of or in any way connected with my use of art tools and equipment provided or any acts or omission of Releasees, or other employees or agents.
5. Agree to abide by and follow instructions and rules established by Stacy Frank with regard to safety operations in using working tools or other artistic equipment. This includes sharp etching tools, inks, presses, ink knives or surfaces that may become wet.
6. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Stacy Frank/Stacy's Studio or its owners, agents, employees or instructors for any injury or damage in breach of this contract, the undersigned will pay all attorney fees and costs incurred by Stacy Frank/Stacy's Studio in defending such action. The registrant or guardian expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity is governed by the State of California and intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. Understand that Stacy Frank/Stacy's Studio may take photographs and/or video during class and of the class, and also will take a group photo of participants and their paintings at the end of class, and that these may be used for marketing, replay for a fee, and/or public relations purposes for the studio in various settings including but not limited to: Facebook, Instagram, Stacy Frank/Stacy's Studio home page on the Internet, flyers, posters, and other promotional materials. I understand that if I wish to be exempt from this, I need to speak with a member of Stacy Frank/Stacy's Studio staff and make my wishes known in writing in advance of the class. This applies to all participants included under the group sign-up for online or in-person events.

8. Understand that when I provide my email address at registration, I may be added to the email list for periodic emails from Stacy Frank/Stacy's Studio, but that I will have the option to unsubscribe at the bottom of the emails.

By registering for the class or event I acknowledge that I have read this document in its entirety and agree to the conditions.

Signature: _____

Printed Name: _____

Date and time of scheduled workshop: _____

Address: _____

Date: _____