

ARTENGINE INC.

WAIVER OF LIABILITY

NAME: _____
(Must Print)

ADDRESS: _____

TELEPHONE NUMBER : (_____)_____ BIRTH DATE: _____

EMERGENCY CONTACT NAME : _____

RELATIONSHIP: _____ TELEPHONE NO.:(_____)_____

DISCLAIMER CLAUSE

Artengine Inc., their agents, officials, officers, directors, employees, volunteers, contractors, servants or representatives (hereinafter refer to as "THE RELEASEES") are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in any classes, workshops, programs, and/or while using the Artengine facilities, labs, and equipment, and all related Artengine activities (hereinafter refer to as "THE PROGRAM"), including injury, loss or damage which might be caused by the negligence of THE RELEASEES

Initials _____

DESCRIPTION OF RISKS

In consideration of my participation in THE PROGRAM, I acknowledge that I am aware of the possible associated RISKS, DANGERS AND HAZARDS including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Bodily injuries or damages that I may sustain as a result of participating in any class, workshop, or program on Artengine property or premises
- Bodily injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself, other Artengine members, or the staff of the Releasees;
- Damage, loss or theft incurred to personal property and/or equipment that I bring into Artengine, or generate/create in any area of Artengine

Initials _____

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for allowing me to voluntarily participate in The Program, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in The Program, even though such risks may be caused by the negligence of The Releasees;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while participating in The Program and all related activities, even though such injury, loss or damage may have been caused by the negligence of The Releasees;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in The Program and all related activities;
4. TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES, their officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in The Program and all related activities, even though such claims, demands, actions and costs may be caused by the negligence of The Releasees

Initials _____

FACILITY POLICY & PROCEDURE

As a member of Artengine you are exclusively entitled to the use of our labs, pending safety approval by management. The following policies are in place to ensure fair access for all members to our facilities. Failure to abide by these policies may result in termination of membership by staff.

All shop and studio space must be kept orderly and neat. If you are using workshop equipment of any sort, they must be operated with proper care. Please make sure all equipment is returned to the very same state as it was found. If you have any problems or questions, please notify the Artengine staff immediately.

Failure to follow specific guidelines and procedures may result in the user being held responsible for replacement cost and labor cost of damaged Artengine property.

- Use of certain equipment requires training from Artengine staff. Please refer to the equipment training prerequisites printout found on the lab door. If you are unsure of the training prerequisites for a piece of equipment, please contact the Lab Coordinator directly.
- All users of the labs are responsible for their own safety. Artengine will not be held liable or responsible for any injury sustained by using the labs.
- Artengine will maintain equipment to be in working order. If at any time you notice equipment that is not functioning properly, immediately discontinue use and contact the Lab Coordinator directly. If the Lab Coordinator is not available, please contact the Front Desk.
- When using any of Artengine's equipment or facilities, the user must return equipment and facility to the state they were found in (clean, fully assembled, in good working order).

PHOTO RELEASE

I consent that Artengine Inc. has full and unrestricted publishing and use rights for any photographs (digital or print) taken on the Artengine premises by Artengine employees in which my image or any of my materials or art, either brought in or created/generated at Artengine, appears. I hereby release, discharge, and agree to hold harmless Artengine from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

Initials _____

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS _____ day of _____, 20____, at Ottawa Ontario.

Signature of Participant

Signature of Witness

Printed Name of Witness

(_____)_____

Phone No. & Address of Witness