

**OPEN WOODSHOP STUDIO PASSES  
WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS &  
COVENANT NOT TO SUE**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this Agreement, you give up your right to bring a court action to recover compensation or obtain any remedy for any personal injury, illness, or property damage however caused arising out of your participation in ArtsConnect programs and from your accessing facilities and equipment owned by Springfield Township and/or ArtsConnect, now or at any time in the future.**

**CORONAVIRUS/COVID-19 WARNING & DISCLAIMER**

Coronavirus, COVID-19 is an **extremely contagious virus** that spreads easily through person-to-person contact and may spread through contact with surfaces and objects. **COVID-19 can lead to serious illness, personal injury, permanent disabilities, and death. Participating in ArtsConnect programs or accessing facilities utilized by ArtsConnect could increase the risk of contracting COVID-19. ArtsConnect in no way warrants that COVID-19 infection will not occur through participation in ArtsConnect programs or by accessing facilities owned by Springfield Township and utilized by ArtsConnect.**

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISK  
UNSUPERVISED ACTIVITIES**

The ArtsConnect Open Woodshop Studio Pass Program allows individuals who have completed the ArtsConnect Intro to Woodshop Class to purchase a pass authorizing the individual to utilize the Woodshop in the lower level of the Springfield Township Arts Center during normal operating hours and when classes are not in session.

No employees, volunteers, or representatives of ArtsConnect or Springfield Township will be present in the Woodshop during open studio hours and no supervision or instruction of woodworking activities will occur during that time. Thus, although individual purchasing Woodshop Studio Passes will have received instruction on the proper techniques for utilizing the woodshop equipment (e.g. table saw, radial arm saw, planer, jointer, routing table, drill press, jigsaw, scroll saw, lathe, belt sander, and dust collection system), neither ArtsConnect nor Springfield Township will supervise the activities of Woodshop Studio Passholders to ensure their safety.

By signing below and by purchasing an Open Woodshop Studio Pass, I hereby acknowledge and agree that participation in the ArtsConnect Open Woodshop Studio Pass Program comes with inherent risks, including but not limited to, property damage, physical injuries (including the potential for significant injuries or death from use of woodworking tools and equipment) and illnesses (including exposure to and infection with Coronavirus, and other viruses or bacteria). I voluntarily assume said risks. I agree that I have been trained in, and am currently aware of, the proper techniques and safety protocols for using the Woodshop Studio equipment and that I will only utilize the equipment that I am certain I can operate safely. I further agree that I am mentally and physically able to use the materials, tools, and equipment in a safe manner, that I will operate the materials, tools, and equipment in a safe manner, that I will be solely responsible for my activities while in the Woodshop Studio, and that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, which I, my property, or the property of Springfield Township or ArtsConnect may sustain while I am in the Woodshop Studio or other facilities owned by Springfield Township.

**CERTIFICATION OF PARTICIPANT'S HEALTH STATUS**

I certify that I am aware of the physical requirements and risks associated with utilization of the Open Woodshop Studio Pass, and that I am in good health and have no conditions or impairments which would preclude me from utilizing the Open Woodshop Studio Pass. I further certify that I have not tested positive for COVID-19 within the last fourteen (14) day and do not currently have any of the following symptoms of COVID-19: (1) a fever of 100.4° F or greater; (2) vomiting or diarrhea; (3) cough; (4) muscle and/or joint pain; and (5) headache and/or dizziness. I understand that if I exhibit these symptoms, I may not enter the Springfield Township Arts Center or utilize the Woodshop Studio, and I must notify ArtsConnect **immediately**.

**ACKNOWLEDGMENT AND ACCEPTANCE OF FEES FOR PROPERTY DAMAGE OR INAPPROPRIATE USE OF WOODSHOP STUDIO MATERIALS, EQUIPMENT, FACILITIES OR TOOLS**

I acknowledge and agree that I will be responsible for the costs of repairing and/or replacing (at ArtsConnect's sole determination) any materials, equipment, facilities, or tools which I damage while utilizing my Open Woodshop Studio Pass. I further acknowledge that I may be held responsible for any injuries or damages I may cause to other persons in the Workshop.

**WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE**

Knowing the risks inherent in utilizing the ArtsConnect Open Woodshop Studio Pass Program, I willingly agree to participate in the Program. In so agreeing and in consideration of my participation in this Program and utilization of the Springfield Township Arts Center, the Woodshop Studio, and the equipment, materials and tools therein, I hereby **RELEASE**, on my behalf and on behalf of my heirs, representatives, executors, administrators, and assigns, ArtsConnect, its officers, directors, employees, agents, volunteers, insurers, contractors, representatives and assigns; and Springfield Township, its officials, employees, directors, agents, volunteers, insurers, contractors, representatives and assigns from any and all liability, losses, claims, demands, damages, suits or causes of action resulting from any injury, illness, or death which I might sustain to my person or property as a result of my participation in this ArtsConnect Program in the facilities owned by Springfield Township. This **RELEASE** is binding regardless of how the injury, illness, death, or damage occurred (*i.e.* reckless, negligent, or intentional act) and regardless of whether the participation is supervised or unsupervised.

Also in consideration of my participation in the ArtsConnect Open Woodshop Studio Pass Program, I **INDEMNIFY** and **HOLD HARMLESS** ArtsConnect, its officers, directors, employees, agents, volunteers, insurers, contractors, representatives and assigns; and Springfield Township, its officials, directors, employees, agents, volunteers, insurers, contractors, representatives and assigns from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever filed by any person, corporation, entity arising out of or in any way related to my utilization of the Springfield Township Arts Center, the Woodshop Studio, and the equipment, materials, and tools therein .

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this Agreement. I further understand that the terms of this Agreement are legally binding and certify that I am signing this Agreement, after having carefully read it, of my own free will.

\_\_\_\_\_  
Passholder

\_\_\_\_\_  
Date