

**MINOR OPEN POTTERY 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 and the rights of the minor named in this document 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 the named minor's participation in ArtsConnect programs and from 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 Pottery Studio Pass Program allows individuals who have completed the ArtsConnect Pottery Basics Class or ArtsConnect Private Lessons to purchase a pass authorizing the individual to utilize the Pottery Studio 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 Pottery Studio during open studio hours and no supervision or instruction of pottery activities will occur during that time. Thus, although individuals purchasing Pottery Studio Passes will have received instruction on the proper techniques for utilizing the Pottery equipment (*e.g. vertical slab roller, wheels, etc.*), neither ArtsConnect nor Springfield Township will supervise the activities of Pottery Studio Passholders to ensure their safety.

By signing below and by purchasing an Open Pottery Studio Pass, I, in my capacity as parent and/or legal guardian of _____ ("my child"), hereby acknowledge and agree that participation in the ArtsConnect Open Pottery 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 pottery tools and equipment) and illnesses (including exposure to and infection with Coronavirus, and other viruses or bacteria). I, on behalf of myself and my child, voluntarily assume said risks. I agree that my child has been trained in, and is currently aware of, the proper techniques and safety protocols for using the Pottery Studio equipment and that my child will only utilize the equipment that he/she is certain he/she can operate safely. I further agree that my child is mentally and physically able to use the materials, tools, and equipment in a safe manner, that my child will operate the materials, tools, and equipment in a safe manner, that I and my child will be solely responsible for my child's activities while in the Pottery Studio, and that, on behalf of myself and my child, will be solely responsible for any loss or damage, including personal injury, property damage, or death, which my child, his/her/my property, or the property of Springfield Township or ArtsConnect may sustain while my child is in the Pottery Studio or other facilities owned by Springfield Township.

CERTIFICATION OF MINOR'S HEALTH STATUS

I certify that I am aware of the physical requirements and risks associated with utilization of the Open Pottery Studio Pass, and that my child is in good health and has no conditions or impairments which would preclude my child from utilizing the Open Pottery Studio Pass. I further certify that neither I nor my child has tested positive for COVID-19 within the last fourteen (14) day and that we 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 or my child exhibit these symptoms, neither of us may enter the Springfield Township Arts Center or utilize the Pottery Studio, and I must notify ArtsConnect **immediately**.

ACKNOWLEDGMENT AND ACCEPTANCE OF FEES FOR PROPERTY DAMAGE OR INAPPROPRIATE USE OF POTTERY 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 my child damages while utilizing the Open Pottery Studio Pass. I further acknowledge that I may be held responsible for any injuries or damages my child may cause to other persons in the Pottery Studio.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

Knowing the risks inherent in utilizing the ArtsConnect Open Pottery Studio Pass Program, I willingly agree that my child may participate in the Program. In so agreeing and in consideration of my child's participation in this Program and utilization of the Springfield Township Arts Center, the Pottery Studio, and the equipment, materials and tools therein, I hereby RELEASE, on my behalf and on behalf of child, my heirs, my child's heirs, our 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 my child might sustain to his/her person or property as a result of his/her 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 child's participation in the ArtsConnect Open Pottery 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 child's utilization of the Springfield Township Arts Center, the Pottery 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, and that I have legal capacity to act as the parent/guardian of the named minor, without limited, including but not limited to a requirement to obtain the signature of another parent or guardian. 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.

Parent/Guardian

Date

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SPRINGFIELD TOWNSHIP
