



## **Burnt Glassworks Waiver and Release of Liability**

This Release is executed on \_\_\_/\_\_\_/\_\_\_, by \_\_\_\_\_, whose address is \_\_\_\_\_

(hereinafter, "Releasor") who agrees to use the facilities operated by Burnt Ventures, LLC, doing business as Burnt Glassworks (hereinafter, "Burnt Glassworks"), located at 5105 – 201 Philips Highway Jacksonville, FL 32217 (hereinafter, the "Premises"), or participate in activities sponsored by Burnt Glassworks, upon the express agreement, understanding, and condition that:

\_\_\_\_\_ In consideration of being permitted participate in (i) activities, including but not limited to, the construction of glass art production equipment and the production of glass art (hereinafter, "Activities") that take place at the facilities operated at Burnt Glassworks, whether located on the Premises or elsewhere, or (ii) Activities sponsored by Burnt Glassworks, Releasor, individually and on behalf of Releasor's personal representatives, heirs, and next of kin, releases, waives, discharges and covenants not to sue Burnt Glassworks, its officers and members, promoters, sponsors, advertisers, owners and lessees of the premises and as to each of them, their officers and employees, (all hereinafter, "Releasees"), from all liability to the Releasor, Releasor's personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage therefor, on account of injury to the person or property or resulting in death of the Releasor, whether caused by the negligence of Releasees or otherwise while the Releasor is (i) participating in the Activities or (ii) on the Premises.

\_\_\_\_\_ Releasor agrees to follow all rules and regulations promulgated by Burnt Glassworks (i) for the use of the Burnt Glassworks facilities, (ii) while present on the Premises or (iii) in connection with Activities sponsored by Burnt Glassworks.

\_\_\_\_\_ Releasor represents that Releasor is physically capable of participating in the Activities and that to the extent necessary in light of Releasor's prior medical history, weight, and general physical condition, Releasor has consulted Releasor's personal physician or other medical authority before making such representation

\_\_\_\_\_ Releasor agrees to indemnify the Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the presence of Releasor in or on the Premises whether caused by the negligence of the Releasees or otherwise.

\_\_\_\_\_ Releasor assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while present on the Premises, and/or while participating in the Activities.

\_\_\_\_\_ Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ Releasor, being of lawful age, in consideration of being permitted to participate in the Activities and/or being present on the Premises, does for Releasor and Releasor's heirs, executors, administrators, and assigns, now release and forever discharge Releasees, their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of Releasor's participation in the Activities or Releasor's presence on the Premises, whether by negligence or not.

\_\_\_\_\_ Releasor further states that Releasor has carefully read the above release and knows the contents of the release and signs this release as Releasor's own free act.

\_\_\_\_\_ This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

**RELEASOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*If participant is under 18 years of age, a parent or legal guardian **must** sign below.

\_\_\_\_\_  
Signature of parent or legal guardian

\_\_\_\_\_  
Date

May Burnt Glassworks use your image for marketing purposes?

(Please circle one) [YES/NO]