

**CREATIVE ARTS CENTER OF DALLAS, INC.
WAIVER AND RELEASE OF LIABILITY**

I (**print name**) _____, voluntarily will participate in certain classes, workshops, activities and/or programs (“Activities”) conducted by, sponsored by, and held on premises occupied by, THE CREATIVE ARTS CENTER OF DALLAS, INC. (“CAC”). I understand and accept that certain aspects of the. I voluntarily assume the risk of any injury or harm to my person or property arising from my participation in such Activities or from my presence on the premises of the Center.

I have fully investigated the nature of the Activities in which I intend to participate. I understand and acknowledge that certain aspects of the:

1. Activities may be physically demanding or dangerous; and
2. Activities may involve hazardous activities or expose me to hazardous substances or conditions.

My participation in the Activities is at my own risk, and I understand that the Center may not maintain insurance coverage to cover my claims or damages. The risk includes but is not limited to:

1. the risk of traffic accidents sustained while traveling to and from classes or field trips: If I choose to travel in a vehicle driven by another person, I do so voluntarily and at my own risk;
2. any loss or damage to clothing, jewelry, and other items of personal property, including class projects and art works;
3. the risk of physical injury and other risks associated with use or misuse of tools, instruments, equipment, materials or supplies used in the Activities;
4. the risk of physical injury or other risks associated with exposure to heat, fumes and noxious odors from paints or glazes, glass, metals, wood, glue, tape, caustic materials, chemicals, plaster, cement, silicone, and other substances used in the Activities or existing on the premises of the Center; and
5. all health risks associated with lack of immediate access to medical facilities, physicians or other health care professionals.

I warrant and represent that I have no mental or physical health condition that would prevent me from participating in the Activities, or that would pose a danger to me or to others at the Center. I will immediately inform my instructor or other Center personnel if I feel unwell for any reason or unable to participate in the Activities.

I agree that the Creative Arts Center of Dallas may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

IN CONSIDERATION FOR THE OPPORTUNITY TO PARTICIPATE IN THE ACTIVITIES, THE RECEIPT AND ADEQUACY OF WHICH CONSIDERATION IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND, I HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE, AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CREATIVE ARTS CENTER OF DALLAS, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OF ANY NATURE, COSTS, LOSSES AND EXPENSES, KNOWN OR UNKNOWN, WHETHER IN CONTRACT OR TORT, ARISING FROM, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE ACTIVITIES, AND WITH MY PRESENCE ON THE PREMISES OF THE CREATIVE ARTS CENTER OF DALLAS, INC. THIS RELEASE IS INTENDED TO INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS THAT COULD BE BROUGHT BY ANY THIRD PARTY IN CONNECTION WITH MY INJURY OR DEATH.

This Waiver and Release is governed by, and construed in accordance with, the laws of the State of Texas. Should any provision of the Waiver and Release be illegal, invalid or unenforceable, such provision may be severed, and the remaining terms of this Waiver and Release will remain in full force and effect. This document contains the entire agreement between me and the Center concerning the matters addressed herein. The terms of this document are contractual, and are not mere recitals.

This Waiver and Release form is for all students, age 15 and above, of the Creative Arts Center of Dallas, Inc.

AGREED AND ACCEPTED: **DATE:** _____

(Student Signature – Sign Name and Print Name)

(Parent or Guardian Signature – Required for any student younger than 21 years of age)