**AGREEMENT FOR WAIVER AND RELEASE, ASSUMPTION OF RISKS & INDEMNIFICATION FOR WOODWORKING WORKSHOP**

**IMPORTANT NOTICE:** THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT CAREFULLY. NO ADMITTANCE TO TODAY’S WORKSHOP WILL BE GRANTED WITHOUT PROPER REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCE TO THE “UNDERSIGNED” MEANS YOU.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print first & last name), presently of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print address), hereby WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE Sandrine Moser, Maine Regional School Unit 5 (*aka* Freeport School District) and Region 10 Technical High School (*aka* Brunswick Technical School) as well as its and their agents, employees, officers, directors, affiliates, heirs, successors and assigns (collectively, the “Released Parties”), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, or may acquire, arising from or in any way related to my participation in this event, or in any subsequent events or activities conducted by, on the premises of, or for the benefit of, the Released Parties.

I understand that woodworking is a dangerous activity and that there is risk of injury, including severe personal injury and even death, arising from these activities. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have or may acquire against the Released Parties to such activity, including claims in tort, contract, equity, premises liability or otherwise.

I knowingly, voluntarily, and freely assume all risks of this workshop and any subsequent workshops by and through the Released Parties. I fully understand the nature of woodworking and all related activities, and I am qualified, in good health, eighteen (18) years of age or older and in proper physical condition to participate therein. I acknowledge and agree that if at any time I believe conditions to be unsafe, I will immediately notify an administrator of the workshop and discontinue participation in the activity.

I hereby warrant and represent that I am not, and will not at any time be, under the influence of any intoxicants at any point during my participation in this and any future workshops contemplated by this agreement, which intoxicants include, but are not limited to, alcohol, controlled substances, or any type of drug(s), prescription or non-prescription, which will or may affect my safe and responsible participation in this and future workshops. I recognize that if I sustain any injury, or cause any injury to another, or am otherwise suspected by the facilitators or fellow participants in this and future workshops to be under the influence of intoxicants, whether or not I have actually ingested any intoxicants as herein described, that I will, immediately upon request by any of the Released Parties, submit to a drug and/or alcohol test and furnish a sample of my urine, breath, hair follicle(s) and/or blood for analysis. I understand and agree that if I refuse to submit to such testing, or if I otherwise fail to cooperate with the testing procedures, I will be presumed to have violated the terms of this Agreement and, at a minimum, will be barred from participation in any future workshops offered by the Released Parties. I further authorize and give full permission to the Released Parties, or any of its or their designees, to send any specimen(s) collected to a lab for testing as necessary. I also hereby authorize the Released Parties to disclose any information relating to any such test(s) to any government entity involved in a legal proceeding or investigation relating to the test(s), and to disclose such information in the context of a legal proceeding against me in connection with the test(s). I will hold harmless the Released Parties, together with any physician, medical provider and/or testing laboratory the Released Parties might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing. I recognize and agree that the safety of all facilitators and participants is paramount and my compliance with this provision is a material term of this Agreement.

I have read, understood and fully agreed to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I am giving up considerable future legal rights that I may have or obtain by virtue of my participation in this and future workshops. I am signing this Agreement freely and voluntarily, under no duress, and with a full and complete understanding of its terms. My signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all current and future liability to the full extent of the law.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

PHOTO RELEASE

I hereby grant to the Released Parties the right to take photographs of me, my projects and my participation in this workshop and future such workshops, and irrevocably grant to the Released Parties all right, title and interest in and to the photographs for use in all markets and media, worldwide, in perpetuity. I authorize the Released Parties to copyright, use and publish the photographs in print and/or electronically, and agree that the Released Parties may use such photographs for any lawful purpose, including, but not limited to, marketing, advertising, publicity, illustration, training and Web content. By initialing here, I agree to this provision.

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Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_