



## **Tufted Whiskers Waiver and Liability**

I, the undersigned, hereby acknowledge that I understand and accept the inherent risks associated with participating in tufting activities at Tufted Whiskers, located at 389 Vermont Street, Buffalo, New York, 14213. I understand that tufting involves the use of tools and equipment that pose dangers and risks of injury. Tufting includes the use of tufting guns, lifting, maneuvering art materials, and is an inherently dangerous activity. Risks include but are not limited to accidental discharge of the tufting gun, injury to hand(s), eye(s), face, limb(s), strained/pulled muscles, and aggravation of preexisting condition(s), known or unknown to the participant. Tufting presents the risk of serious injury. By accepting this, the participant agrees not to sue Tufted Whiskers or their employees if injured while using their facilities regardless of any negligence on their part.

In consideration of participating in activities at Tufted Whiskers , I voluntarily assume all risks, known or unknown, associated with such activities, including but not limited, to the risk of cuts, abrasions, or puncture wounds caused by tufting equipment or flying debris, or injury from repetitive motions. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, loss, and injuries sustained by me that I may have against Tufted Whiskers regarding any such activity.

I hereby waive and release, and will indemnify, hold harmless and forever discharge Tufted Whiskers, its owners, employees, instructors, or agents of and from any and all claims, demands, causes of action, lawsuits, damages and liabilities, of every kind and nature, known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in activities at Tufted Whiskers, regardless of whether such loss,

damage, or injury is caused by the negligence of Tufted Whiskers, or its employees, instructors, or agents.

By this Waiver and Release, I assume any risk, and take full responsibility and waive any claims for injury, damage, or loss to any person or property associated with participating in activities at Tufted Whiskers, or other related activities conducted by Tufted Whiskers. This Waiver and Release contains the entire agreement between the parties. These provisions may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

\_\_\_\_ I grant the Tufted Whiskers permission to use the photographs and videos taken at Tufted Whiskers for any use including, but not limited to publicity, copyright purposes, advertising, social media, and web content. Furthermore, I understand that no royalty, fee, or other compensation shall become payable to me for such use.

\_\_\_\_ I have carefully read this Waiver and Release and fully understand its contents. I am aware that by signing this document, I am giving up certain legal rights, including the right to sue Tufted Whiskers for any injuries or damages sustained during activities at or conducted by Tufted Whiskers

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Participant's Full Name (Printed): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Today's Date:\_\_\_\_\_

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