

Blu.Door Art Studio

LIABILITY WAIVER & MEDIA RELEASE

THIS DOCUMENT RELEASES AND WAIVES CERTAIN LEGAL RIGHTS. YOU SHOULD READ THIS DOCUMENT THOROUGHLY AND YOUR SIGNATURE REPRESENTS THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.

You represent and warrant to Lisa Marino, blu.door Art Studio (“blu.door Art Studio”) that you have full legal authority to complete the registration for the Event/Membership, including this Agreement and Waiver, on behalf of yourself and/or any party for whom you are registering including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) “Tblu.door Art Studio” means and includes blu.door Art Studio, its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with blu.door Art Studio singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) “you”, “your”, or “I” means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold blu.door Art Studio harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (each, a “Liability” and collectively “Liabilities”) in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against blu.door Art Studio, you agree, immediately upon request or demand by blu.door Art Studio, to defend, indemnify and hold blu.door Art Studio harmless from all Liabilities which may be incurred as the result of such claim.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties.

Furthermore, I HEREBY:

- Release The blu.door Art Studio from any loss, liability, damage, injury or cost that may arise out of my use of art materials, tools or equipment at blu.door Art Studio and I voluntarily assume the risk and danger of injury using such art materials, tools and equipment.
- Release, discharge and promise not to sue Lisa Marino doing business as blu.door Art Studio under its own name or any other name and/or any of its owners, officers, employees, instructors, and agents (hereinafter, "Releasees") for any loss, liability damage or cost whatsoever arising out of or related to my person or property.
- Release Releasees from any claim that such Releasees are or may be negligent in connection with my educational experience, including but not limited to instruction on art making/working techniques, transportation to and from seminar activities, and maintenance or care of tools, equipment and supplies.
- Indemnify and hold harmless Releasees for any loss, liability, damage, injury or cost that may arise out of or in any way connected with my use of art tools and equipment provided or any acts or omission of Releasees, or other employees or agents.
- Agree to abide by and follow instructions and rules established by blu.door Art Studio, with regard to safety operations in using working tools or other artistic equipment. This includes slippery surfaces from paint clean-up, etc.
- Understand that as a "paint and sip" location with a BYOB policy under the State of NH, if I am of legal drinking age (21), I may bring my own unopened container of wine or beer to blu.door Art Studio workshops. I acknowledge that blu.door Art Studio is not a party facility, but is an art studio that allows its participants to BYOB while they learn to paint. I will consume alcohol that I bring responsibly, and have been encouraged to take a taxi or carpool if I will be drinking alcohol, and I assume all risk for my actions while under the influence of alcohol. I understand that if there are any concerns about my ability to operate a motor vehicle upon leaving blu.door Art Studio, any agent of the studio may call the local police department to conduct a wellness check on my behalf, but does not have an obligation to do so. I understand that I cannot remove an open container of alcohol from the premises and must leave opened bottles behind for disposal.
- Acknowledge that this document is a contract and agree that if a lawsuit is filed against The blu.door Art Studio or its owners, agents, employees or instructors for any injury or damage in breach of this contract, the undersigned will pay all attorney fees and costs incurred by blu.door Art Studio in defending such action. The registrant or guardian expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity is governed by the State of New Hampshire and intended to be as broad and inclusive as is permitted by NH law, and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- Understand that The blu.door Art Studio may take photographs and/or video during class and also will take a group photo of participants and their paintings at the end of class, and that these may be used for marketing and public relations purposes for the studio in

various settings including but not limited to: Facebook, Instagram, blu.door Art Studio web pages on the Internet, fliers, posters, and other promotional materials. I understand that if I wish to be exempt from this, I need to speak with Lisa Marino, the owner of blu.door Art Studio, and make my wishes known in writing.

- Understand that when I provide my email address at registration, I may be added to the email list for periodic emails from blu.door Art Studio, but that I will have the option to unsubscribe at the bottom of the emails.
- Acknowledge that our cancellation is firm and states:
Inadequate cancellation notice (48 hours or less) or no-shows will not be refunded or credited. All studios have the right to reschedule guests if a workshop has less than 4 registered guests.

By registering to participate in a workshop, become a studio-resident, open-studio member or purchase a day pass at blu.door Art Studio, I acknowledge that I have read this document in its entirety and agree to the conditions.