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**Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

By signing this Agreement, you are forfeiting certain legal rights, including the right to recover damages in case of injury, death, or property damage.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Undersigned”), reside at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

STREET ADDRESS

CITY

STATE

On behalf of myself, my personal representatives, heirs, next of kin, spouse and assigns, I HEREBY:

1. Acknowledge that there is an intrinsic danger involved in working with glass at various temperatures, and that participating in a session at the Virtu Glass Studio involves risks that make cause personal injury or death.
2. Voluntarily assume the risk and danger of injury or death inherent in the use of equipment and tools provided by the Virtu Glass Studio and its instructors. Including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the guests who may be in attendance, persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.
3. I certify that there are no health-related reasons or problems which may preclude my participation in this activity and acknowledge that this Accident Waiver and Release of Liability Form will be used by Greenbrier Hotel Corporation and Virtu Glass Studio and will govern my actions and responsibilities.
4. I WAIVE, RELEASE, and DISCHARGE from any and all liability, including but not limited to, liability arising from negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, or actions of any kind which may hereafter occur to me THE FOLLOWING ENTITES OR PERSONS: Greenbrier Hotel Corporation and their affiliated and related entities, Virtu Glass Studio, and their respective employees, owners, shareholders, directors, officers, volunteers, representatives, agents, activity event holders, and sponsors.
5. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph in regard to any and all liabilities or claims made as a result of participating in this activity or event, caused by negligence or otherwise. I acknowledge that the Greenbrier Hotel Corporation and their affiliated and related entities, Virtu Glass Studio and their respective employees, owners, shareholders, directors, officers, volunteers, representatives, agents, activity event holders and sponsors are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a glass class on behalf of the Virtu Glass Studio. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
6. I understand that at this event or related activities, my children and I may be photographed or filmed. I agree to allow our photos, video, or film likeness to be used solely for the Greenbrier Hotel Corporation and Virtu Glass Studio for promotional purpose including website, and printed matter.

 **Turn Over**

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT VOLUNTARILY AND KNOWINGLY.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

DATE

SIGNATURE

Emergency Contact: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PHONE NUMBER

NAME

RELATIONSHIP

**PARENT/GUARDIAN WAIVER /RELEASE FOR MINORS (Under 18 years old):**

The undersigned or natural guardian does hereby represent that he/she is, in fact acting in such capacity, has consented to his/her child’s participation in the activity or event, and has agreed individually and on behalf of the child, to the terms and to the Accident Waiver and Release of Liability set forth above.

PARENT PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Minor Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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DATE

SIGNATURE