



## **Messy Art Lady Release of Liability and Consent for Promotional Usage**

**BY SIGNING THIS DOCUMENT, I AM AGREEING FOR MYSELF AND FOR EACH MINOR CHILD IDENTIFIED BELOW TO RELEASE OTHERS FROM LIABILITY.**

Participation in classes with Jenifer Harms and Messy Art Lady Activities is a privilege, and this Agreement, completed and signed by each adult Participant or minor Participant's parent(s) and/or legal guardian(s) having authority to sign this (each such person shall be referred to herein as an "Undersigned Person"), is a condition to participation. By signing below, the Undersigned Person, as a Participant or as parent or legal guardian of a minor Participant and also on behalf of the Undersigned Person's spouse, legal representatives, heirs and assigns authorizes the minor Participant(s) to participate in Messy Art Lady activities, and consents to the terms and conditions of this agreement, and agrees with all provisions of this agreement.

**1. Assumption of Risk:** The Undersigned Person understands and agrees that the minor Participant's participation in classes with Jenifer Harms and Messy Art Lady Activities, is entered into voluntarily by the Participant(s) listed below and the Undersigned Person. Although not desiring to discourage participation, Jenifer Harms, Messy Art Lady intends to make each Undersigned Person aware that participation in classes with Jenifer Harms and Messy Art Lady Activities exposes the Participant(s) to certain risks, including, by way of example, risk of injury and death arising from slips and falls, fire, defects in facilities and equipment, and negligence by staff and other participants in the Program and Activities.

The Undersigned Person recognizes that the Participant's participation in the classes with Jenifer Harms and Messy Art Lady Activities and related transportation involves risk of an accident and serious personal injury and illness, paralysis and permanent disability, and even possibly death of the Participant(s), as well as property damage, economic loss, medical and other expenses, pain and suffering, and other intangible loss, for the Participant, the Undersigned Person, and other parents, guardians, heirs, and family members. The Undersigned Person expressly assumes, for Participant(s), all risks of participating in classes with Jenifer Harms and Messy Art Lady Activities, whether those risks are inherent in the Activities or not, or are now known or unknown, or are predictable or unpredictable.

**2. Release and Indemnification of Claims of Participant(s) and Undersigned Person(s):** In consideration for the privilege granted to the Participant(s) to participate in the classes with Jenifer Harms and Messy Art Lady Activities, the Undersigned Person, for such Undersigned Person, and for and on behalf of each Participant, and for such Undersigned Person's and each Participant's heirs, parents, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless Messy Art Lady, Jenifer Ann Harms, Adley David Harms, Tanner David Harms, Mason Harms, anyone else directly or indirectly connected with the company and the property of 5801 S Kingston Way, Englewood, CO, and its related Messy Art Lady affiliates, directors, officers, employees, volunteers, contractors, agents, representatives and successors and assigns (the "Released Parties") of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities made against or incurred by the Released Parties or any of them with respect to any and all property damage, economic loss, medical and other expense, disability, personal injury or illness whether physical or mental in nature, and/or death, and including all claims derivative of such claims, whether caused by negligence or otherwise, arising from each Participant's participation in classes with Jenifer Harms and Messy Art Lady Activities, including all claims of each Participant and all claims of each Undersigned Person. This Waiver and Release of all liability includes, without limitations, injuries, illness, or accidents, which may occur as a result of (a) equipment (b) instruction or supervision, (c) slipping and falling while in the facility or on the surrounding premises (d) incidents that occur off-site while under the supervision of Jenifer Harms, Messy Art Lady, or any of its volunteers or employees, and/or (e) incidents that occur while the participant is on the Harms property before and after Messy Art Lady Activities.

**3. Permission of Use for Promotional Purposes:** In consideration for the privilege granted to the Participant(s) to participate in the Messy Art Lady Activities, the Undersigned Person consents and gives permission to Jenifer Harms and/or Messy Art Lady to use the name, likeness, voice, artwork and biographical information of the Participant(s) for any purpose whatsoever, without compensation, including without limitation to publicize and/or promote the Messy Art Lady in photographs, printed literature, video recordings, sound recordings, websites, and any other medium that now exists or may exist in the future.

**4. Miscellaneous:** In the event that any clause or provision of this document is adjudicated to be invalid or unenforceable for any reason, such clause or provision shall be severed or modified to the extent necessary to make this Agreement valid and enforceable consistent with the document's intent to provide a broad and inclusive release of claims, and if such clause or provision is so severed or modified, the remainder of this Agreement shall continue unabated in full force and effect. This document shall be governed by and interpreted and construed according to Colorado law. This document is intended to be as broad and inclusive as permitted under applicable law.

**By signing below,** I acknowledge that I have carefully read this Agreement in its entirety including the Release of Liability and Indemnification, understand it, and sign it voluntarily, on my behalf and on behalf of the Participant(s). I authorize the Participant(s) to participate in the classes with Jenifer Harms and Messy Art Lady Activities, such participation to be subject to each provision of this document including the Release of Liability and Indemnification of paragraph 2. I attest that I am over eighteen (18) years of age and am not a minor in my state of residence, and am the parent or legal guardian of the Participant(s) identified below, with authority under law to sign and enter into this Agreement for myself and for each Participant(s) listed below, who is under the age of eighteen (18) or otherwise a minor in his or her state of residence. If more than one Participant is identified below, all provisions of this Agreement apply to each of the Participants listed.

**Parent/Guardian and Adult Participant Signatures**

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Name of Participant	Age	Allergies/Medical Concerns
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Name of Participant	Age	Allergies/Medical Concerns
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Name of Participant	Age	Allergies/Medical Concerns
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Name of Participant	Age	Allergies/Medical Concerns
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Name of parent or guardian of Participant(s) under 18 years old	Signature of parent or guardian of Participant(s) under 18 years old
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Signature of Participants 18 years old and older	Date
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Email Address	Phone Number	Cell Phone
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Mailing Address