

WORKSHOP PARTICIPATION WAIVER AND RELEASE OF LIABILITY

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This Workshop Participation Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS] (the "**Participant**"); and

[HOST / INSTRUCTOR / ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "**Host**").

Participant and Host are each a "**Party**" and together the "**Parties**."

Recitals. The Host conducts a hands-on workshop titled [WORKSHOP NAME], involving [DESCRIBE: e.g. pottery, woodworking, cooking, glassblowing, candle making, welding, painting, jewelry making, gardening, or other instruction using tools, materials, equipment, heat, or chemicals] (the "**Workshop**").

The Participant wishes to attend the Workshop and understands that hands-on activities can involve a risk of injury. The Host permits the Participant to attend only on the condition that the Participant agrees to this Waiver. In consideration of being permitted to attend, the Parties agree as follows.

1. The Workshop and Voluntary Participation

1.1 **Description.** The Workshop takes place at [LOCATION] on [DATE(S) AND TIME(S)] and includes instruction, demonstration, and hands-on activity using [TOOLS / EQUIPMENT / MATERIALS].

1.2 **Voluntary participation.** The Participant attends voluntarily and of the Participant's own free will, and may decline any activity or stop participating at any time if the Participant feels unwell, fatigued, or at risk.

1.3 **Skill level.** The Participant understands that the Workshop is offered at a [beginner / intermediate / advanced] level and that the Participant is responsible for working within the Participant's own ability and comfort.

1.4 **Instructions.** The Participant agrees to follow the Host's safety briefing, demonstrations, posted rules, and reasonable instructions throughout the Workshop.

2. Assumption of Risk

2.1 **Inherent risks.** The Participant understands that hands-on workshops can involve risks, including [e.g. cuts, burns, scrapes, punctures, pinches, and abrasions; injury from hand tools, power tools, kilns, torches, stoves, or heated materials; exposure to dust, fumes, adhesives, dyes, solvents, or other chemicals; slips, trips, and falls; eye injury; allergic reactions; and the conduct of other participants], and that these risks may result in property damage, minor or, less commonly, serious bodily injury or illness.

2.2 Knowing assumption. Knowing and appreciating these risks, the Participant freely and voluntarily assumes all risk of loss, damage, injury, or illness arising out of or related to attending and participating in the Workshop, including risks arising from the Host's ordinary negligence to the extent permitted by law.

2.3 Materials and conditions. The Participant accepts the risk that tools, equipment, and materials may be sharp, hot, heavy, or otherwise hazardous, and that the Participant must handle them with care and as instructed.

3. Equipment, Materials, and Conduct

3.1 Proper use. The Participant will use tools, equipment, and materials only as instructed and for their intended purpose, will request assistance when unsure, and will not operate equipment the Participant has not been shown how to use safely.

3.2 Protective equipment. The Participant will wear any protective equipment the Host requires (for example, safety glasses, gloves, aprons, or closed-toe shoes) and appropriate clothing for the Workshop.

3.3 Reporting hazards. The Participant will report any tool or condition that appears damaged or unsafe before continuing, and will report any injury to the Host promptly.

3.4 Allergens and materials. The Participant has reviewed the materials list and will inform the Host of any allergy or sensitivity to materials used in the Workshop: **[LIST OR "NONE"]**.

4. Health Representations and Medical Authorization

4.1 Fitness to participate. The Participant represents that the Participant is able to take part in the Workshop safely, or has obtained any clearance the Participant's circumstances require.

4.2 Disclosure. The Participant has disclosed any condition, allergy, or limitation relevant to safe participation: **[LIST OR "NONE"]**, and will inform the Host of any change before or during the Workshop.

4.3 Consent to treatment. In the event of injury or a medical emergency, the Participant authorizes the Host to arrange emergency medical care and transport, and is responsible for the cost of any treatment and related transport.

4.4 Emergency contact. The Participant's emergency contact is **[NAME, RELATIONSHIP, PHONE]**.

5. Release and Waiver of Claims

5.1 Release. To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Host and its owners, officers, instructors, employees, volunteers, agents, contractors, and any venue owner whose premises are used (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, or illness arising out of or related to the Workshop, including claims based on the ordinary negligence of any Released Party.

5.2 Covenant not to sue. The Participant agrees not to sue or bring any claim against the Released Parties for any matter released under Section 5.1.

5.3 Limits of the release. This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

6. Indemnification

6.1 Indemnity. To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Participant, or by a third party, arising out of the Participant's attendance at the Workshop or breach of this Waiver, including reasonable attorneys' fees.

6.2 Exclusions. The indemnity in Section 6.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

7. Work Product, Media, and Property

7.1 Work product. Unless the Parties agree otherwise in writing, the Participant owns any item the Participant personally makes during the Workshop, while the Host retains ownership of the Workshop content, designs, instructional materials, and methods.

7.2 Media release. The Participant **[grants / does not grant]** the Host permission to capture photographs or video of the Participant and the Participant's work during the Workshop and to use that media for the Host's promotional purposes without further compensation.

7.3 Personal property. The Participant is responsible for the Participant's personal property, and the Host is not responsible for lost, stolen, or damaged property brought to the Workshop.

8. Minor (if applicable)

8.1 Parent or guardian consent. If the Participant is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Participant's behalf, agrees to all terms of this Waiver on the Participant's behalf, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Participant.

8.2 Acknowledgment. The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

9. General Provisions

9.1 Governing law and venue. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

9.3 Entire agreement; amendment. This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the Host's registration or booking terms, if any.

9.4 Binding effect. This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 Acknowledgment of understanding. The Participant has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date. The Participant acknowledges having read and understood this Waiver before signing.

PARTICIPANT

HOST

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

Parent or Guardian (complete only if the Participant is a minor):

PARENT / LEGAL GUARDIAN

Signature: _____

Printed name: **[NAME]**

Relationship to Participant: **[RELATIONSHIP]**

Date: _____

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