



WAIVER & RELEASE OF LIABILITY

This Waiver and Release of Liability ("Waiver") is for the benefit of The Craftery LLC, a Kentucky limited liability company ("The Craftery"), and any and all members, owners, managers, directors, employees, agents, volunteers, representatives, assigns, insurers and all other persons or entities acting in any capacity on behalf of The Craftery. Access to the products, services and/or facilities offered by The Craftery is contingent on the individual named below (the "Participant") agreeing to execute this Waiver. In consideration of the agreement by The Craftery to permit the the Participant to use its products, services and/or facilities and participate in activities and programs related thereto, the Participant (and/or the undersigned parent/guardian of the Participant, who shall also be considered a "Participant") hereby voluntarily acknowledges and agrees to all of the following terms and conditions:

1. Participant's Acknowledgements. Participant acknowledges and agrees that he/she is at least 18 years of age, have read this Waiver and fully understand its terms and voluntarily chosen to access the products, services and/or facilities offered by The Craftery. If the Participant is under the age of 18, the undersigned parent/guardian represents and warrants that he/she is the parent/legal guardian of the Participant with full right and capacity to execute this Waiver on behalf of the Participant, and such parent/guardian assumes all responsibility for the safety of the Participant, and executes this Waiver both on his/her own behalf and on behalf of the Participant. The Participant and/or the undersigned parent/guardian expressly agrees to be bound by all of the terms and conditions of this Waiver and agrees and acknowledges that he/she shall assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of Participant and or any minor(s) I am signing on behalf of below.

2. Photography Release. Participant acknowledges and accepts that photographs and video images may be taken showing his/her participation in the activities, classes, events or programs offered by The Craftery. By participating in any of The Craftery activities, classes, events or programs Participant consents to the taking and publication of his/her photo, video or likeness by The Craftery and grant The Craftery the right, without reservation or limitation, to photograph, videotape, and/or record him/her and/or any minor(s) stated below at any time for its use only, including but not limited to use his/her or said minor(s)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

3. Use; Assumption of Risk. Participant agrees to read and comply with any and all rules, regulations and restrictions which may be posted or communicated by The Craftery regarding the permitted use of The Craftery products, services and/or facilities. Participant agrees to comply with all applicable ordinances and laws, rules, policies and directives of The Craftery while utilizing products, services and/or the facilities of The Craftery, of which the Participant's compliance with any or all of the above shall not in any way affect the enforceability of this Waiver. Participant understands, acknowledges and agrees that use of the products, services and/or facilities offered by The Craftery may present certain significant risks/dangers, both known and unknown, to Participant, including but not limited to risks associated with: the use of alcohol or alcohol in conjunction with tools or other equipment; the use of hammers, sharp objects or cutting tools, hand held saws or other blades; the use of high temperature tools; the use of open flames' or potentially poisonous, toxic or dangerous substances or chemicals (including the risk of mislabeling and/or misidentification); the use of tools that could result in electric shock; the improper instruction/guidance/supervision related to the products, services and/or facilities offered by The Craftery, and any and all other risks that may be otherwise associated therewith. These risks include the risk of death, serious bodily injury, emotional harm, property loss or damage and/or other pecuniary harm. Further, use of tangible end products provided by The Craftery or prepared or made by the Participant therein, shall be used for artistic purposes only and are by no means safe for the storage or containment of any food product and are not fit for human consumption and should be viewed and utilized solely as decoration or art.

PARTICIPANT'S USE OF THE PRODUCTS, SERVICES AND/OR FACILITIES OF THE CRAFTERY IS AT PARTICI-

PANT'S OWN RISK AND PARTICIPANT AND/OR THE UNDERSIGNED PARENT/GUARDIAN ASSUMES FULL AND EXCLUSIVE RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY, DEATH, EMOTIONAL HARM, PROPERTY LOSS OR DAMAGE AND/OR OTHER PECUNIARY HARM INCURRED WHILE THE PARTICIPANT IS AT THE FACILITIES OF THE CRAFTERY OR ARISING DIRECTLY OR INDIRECTLY FROM THE PARTICIPANT'S USE OF THE PRODUCTS, SERVICES, AND/OR FACILITIES, OF THE CRAFTERY, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE PARTICIPANT, OTHER PARTICIPANTS, THE CRAFTERY, ANY MANAGER, OWNER, EMPLOYEE OR AGENT OF THE CRAFTERY OR OTHERWISE.

4. Disclaimer; Exclusions. ALL PRODUCTS AND SERVICES OFFERED BY THE CRAFTERY ARE SOLD "AS IS" TO PARTICIPANT, AND THE CRAFTERY HEREBY FOREVER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY AND ALL OF THE SAME, INCLUDING ANY WARRANTY IMPLIED BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE PARTICIPANT SHALL NOT BE ENTITLED TO COLLECT, AND IN NO EVENT SHALL THE CRAFTERY BE LIABLE FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE SPECIFICALLY EXCLUDED HEREBY.

5. Waiver; Release; Indemnification. In consideration of being permitted access to the products, services and/or facilities of The Craftery, the Participant and/or the undersigned parent/guardian, for himself/herself, and/or his/her heirs, executors, successors, assigns, legal representatives, spouse and agents, to the fullest extent allowed by law, expressly intends to release and waive, and by execution of this Waiver does hereby release, waive and forever discharge The Craftery and its affiliates, predecessors, successors, assigns, subsidiaries, managers, members, owners, employees, agents, attorneys, insurers, and representatives (individually and collectively, the "Releasees"), without reservation or condition, from and against any and all liability, claims, demands, actions or causes of action which the Participant and/or the undersigned parent/guardian may now have, ever had, hereafter have or claim to have against any or all of the Releasees, known or unknown, in any way related to the Participant's use of the products, services and/or facilities of The Craftery, and the Participant and/or the undersigned parent/guardian further waives any and all rights he/she may now have, ever had, hereafter have or ever claim to have in the same, regardless of whether or not the injury or loss is caused by any act, omission or negligence of The Craftery. The Participant and/or the undersigned parent/guardian expressly agree and covenant that, to the extent permitted by applicable local, state and federal law, neither the Participant nor the undersigned parent/legal guardian, the Participant's heirs, executors, successors, assigns, legal representatives or agents will commence, prosecute, or cause to be commenced or prosecuted against the Releasees, or any of them, any action or other proceeding based upon or related to any claim which is released hereby, or seek to challenge the validity or enforceability of this Waiver. The Participant and/or the undersigned parent/guardian hereby agree to fully indemnify and hold harmless the Releasees and each of them from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "Claim" or "Claims"), incurred by the Releasees or any of them due to or arising in any way from Participant's use of the products, services and/or facilities of The Craftery, or in connection with any injury, loss or death that is in any way related to the Participants involvement with or participation in any program, event, class or activity offered or conducted by The Craftery and whether the same is caused by the negligence of any of the Releasees or otherwise, and regardless of whether or not suit is filed in connection therewith.

6. Miscellaneous. This Waiver constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous understandings, agreements, commitments, and representations, whether oral or written. No force or effect shall be accorded any prior written or oral representations, promises, agreements, or understandings which are not contained in this Waiver. If any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this Waiver, Participant, on behalf of himself/herself and/or minor(s) stated below, hereby waive any right he/she and/or any such minor(s) may have to a trial and agree that such dispute shall be brought within one year of the date of this Waiver and will be determined by binding arbitration before one arbitrator to be administered by JAMS and venue for any proceeding relating to the provisions hereof or to the Participant's use of the products, services and/or facilities of The Craftery shall be brought in the Jefferson County, KY and the Participant and/or the undersigned parent/legal guardian expressly consents to the personal jurisdiction of such court or arbitrator over him/her. Should any action, dispute or claim arise out of this Waiver, The Craftery, shall be entitled to recover all of its attorneys' fees and costs associated with the enforcement of this Waiver. This Waiver survives the termination of the

Participants use of the products, services and/or facilities offered by The Craftery.

Participant and/or the parent/guardian understands and agrees that this Waiver is a binding legal contract and that by signing it, her/she waives certain legal rights he/she/they may otherwise have now or in the future against Releasees. Participant and/or the undersigned parent/guardian has carefully read the foregoing Waiver, understands its contents and has had sufficient opportunity to consider these terms and to consult legal counsel prior to signing this Waiver and signs it voluntarily.