



Release, Hold Harmless, Parent/Guardian Indemnification Agreement and Agreement Not to Sue

Effective Date(s): January 1st through December 31st, 2024

This liability waiver covers all activities associated with the CBA blacksmithing workshops conducted by the Knight Foundry Alliance at the Historic Knight Foundry site located at 81 Eureka Street, Sutter Creek, California starting on January 1st, 2024.

Each person age 18 and over in the household, listed in the Participant’s Information Section below, must sign and date this form.

Participant’s Information				
First Name	Last Name	M/F		
1.				
2.				
3.				
4.				
5.				

Household Information – Primary Contact

First Name	Last Name	Email address	
Relationship to Minor-aged Participants in box above <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Guardian <input type="checkbox"/> Other _____			
Street Address	City	State	Zip
()	() _____		
Home Phone	Work/Cell Phone		

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Liability Information

In consideration for myself and my minor children being permitted by the Knight Foundry Alliance and the City of Sutter Creek (Owner) to participate in activities associated with the CBA blacksmithing workshops conducted by the Knight Foundry Alliance at the Historic Knight Foundry site located at 81 Eureka Street, Sutter Creek, California starting on January 1st, 2024 (hereinafter Activity or Activities), I hereby waive, release and discharge any and all claims and damages for personal injury, death or property damage which I or my minor children may sustain or which may occur as a result of mine or my minor children’s participation in these Activities.

I understand and agree that:

- This release is intended to discharge in advance the Knight Foundry Alliance and the City of Sutter Creek, its/their officers, employees, volunteers and agents from and against any and all liability, except for their willful negligence or intentional acts, connected in any way with the participation of myself and/or my minor children in these Activities.

2. My participation is voluntary. I understand and acknowledge that the Activity I am about to voluntarily engage in as a participant has certain risks including, but not limited to, environmental, chemical, and physically hazardous. I understand these risks known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property.

3. Knowing the risks involved, nevertheless, I voluntarily request permission for myself and/or minor child to participate in the described Activities. I hereby assume any and all risks of injury, death, illness, disease or property damage and agree to release and hold harmless, and agree not to sue, the Knight Foundry Alliance and/or the City of Sutter Creek, its/their officers, employees & agents, except for their willful negligence or intentional acts.

4. This release, hold harmless, parent/guardian indemnification agreement, agreement not to sue and assumption of risk are to be binding on the heirs and assigns.

5. I will indemnify and hold the Knight Foundry Alliance and the City of Sutter Creek harmless from any loss, liability, damage, cost or expense, including litigation, which it/they may incur as a result of any injury, death, illness, disease and/or property damage which myself or my minor children may sustain while participating in said Activities.

6. In the event that said minor requires medical or surgical treatments while under the supervision of the Knight Foundry Alliance and/or City of Sutter Creek personnel in connection with the described Activities, such supervision may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.

7. I understand the Knight Foundry Alliance and/or City of Sutter Creek staff may photograph or videotape me and/or my minor children and agree that the Knight Foundry Alliance and/or City of Sutter Creek may use such photographs or videotapes to promote future programs, classes, workshops or other activities. I expressly allow, and hereby waive any objection to, the Knight Foundry Alliance and/or the City of Sutter Creek photographing and/or videotaping me and/or my minor children when I and/or my minor children are participating in the described Activities. I understand all photos and videotapes will remain the property of the Knight Foundry Alliance and/or the City of Sutter Creek.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described Activities. I have carefully read this Release, Hold Harmless, Parent/Guardian Indemnification Agreement and Agreement Not to Sue and fully understand its contents and acknowledge that it cannot be modified or changed in any way by oral representations. I am aware that this is a release of liability and a contract between myself and the Knight Foundry Alliance and the City of Sutter Creek, and that I sign it of my own free will.

Printed Name

Signature

Date

Printed Name

Signature

Date