



Release, Hold Harmless, Indemnification Agreement and Agreement Not to Sue

Effective Date(s) January 1, 2023 through December 31, 2023

This liability waiver covers all activities associated with the California Blacksmith Association workshop conducted by the Knight Foundry Alliance at the Historic Knight Foundry site located at 81 Eureka Street, Sutter Creek, California.

Each person listed in the Participant Information Section below must sign and date this form or, if Participant is under age 18, this form must be signed by a parent or guardian of Participant.

Participant Information

First Name	Last Name	M/F	Age or Date of birth	Metal working skill level (0-10)	
1.					
2.					
3.					
4.					
5.					

Emergency Contact Information

First Name

Last Name

Email address

Relationship to Participant listed above

Spouse Mother Father Guardian Other _____

Street Address

City

State

Zip

() _____
Home Phone

() _____
Work/Cell Phone

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Liability Information

In consideration for myself or my minor children, being permitted by the Knight Foundry Alliance and the City of Sutter Creek (Owner) to participate in activities associated with the California Blacksmith Association workshop conducted by the Knight Foundry Alliance at the Historic Knight Foundry site located at 81 Eureka Street, Sutter Creek, California between January 1, 2023 through December 31, 2023 (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 invitees may sustain or which may occur as a result of mine or my invitees' participation in these Activities.

I understand and agree that:

1. 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 invitees 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 or student has certain risks including, but not limited to, those which are environmentally, chemically, and/or 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.

Continue to next page →
Signature(s) required on next page

3. Knowing the risks involved, nevertheless, I voluntarily request permission for myself and/or invitees 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. I understand and agree that this release, hold harmless, indemnification agreement, agreement not to sue and assumption of risk are binding on my 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 invitees may sustain or cause while participating in said Activities.

6. In the event I or said invitees require(s) medical or surgical treatments while participating in or in any way connected with the Activities conducted by the Knight Foundry Alliance and/or City of Sutter Creek, I will pay all medical, hospital, or other expenses which I or my invitees 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 invitees and I/we 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 invitees when I and/or my invitees 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 am physically able to participate in the described Activities and participate herewith at my own free will. I have carefully read this Release, Hold Harmless, 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 that I sign it of my own free will.

Printed Name

Signature

Date

Printed Name

Signature

Date