

# PHILADELPHIA WOODWORKS, LLC ("PW")

## Assumption of Risk, Release of Liability and Indemnification. READ THIS CAREFULLY.

In order to induce Philadelphia Woodworks, LLC, a Pennsylvania limited liability company ("PW"), to accept my child(ren) in one or more Classes, and intending to be legally bound hereby, the undersigned, the parent/legal guardian of the "Child Participant(s)" (listed below), hereby enroll the Child Participants in one or more woodworking classes ("Classes") conducted by PW and agree as follows:

- PARENT ACKNOWLEDGEMENTS.** Parent acknowledges the following:
  - I have the power, capacity and authority to execute this document as the parent or legal guardian of Child Participants. Child Participant does not have any physical or psychological conditions that would interfere with his/her ability to participate in woodworking Classes and in using related materials, tools and equipment.
  - WOODWORKING IS A HAZARDOUS ACTIVITY AND INVOLVES THE RISKS OF BODILY INJURY OR DEATH.** THE UNDERSIGNED AGREES THAT HE/SHE ENROLLS CHILD PARTICIPANT VOLUNTARILY AND AT HIS/HER OWN SOLE RISK. THE UNDERSIGNED AGREES THAT PW SHALL NOT BE LIABLE IN ANY WAY FOR, AND HEREBY RELEASES AND DISCHARGES PW, ITS OFFICERS, DIRECTORS, MANAGERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "PW RELEASEES") FROM ANY LOSS, LIABILITY, CLAIM, ACTION, CAUSE OF ACTION, COSTS AND DAMAGES RESULTING FROM, OR RELATING TO, THE DEATH OF OR INJURY TO CHILD PARTICIPANT OR TO THE LOSS OF ANY PERSONAL PROPERTY OF CHILD INCLUDING SUCH AS RESULTS FROM THE ACTION, INACTION OR NEGLIGENCE OF OTHER PARTICIPANTS, PW OR ANY OF THE PW RELEASEES.
- The undersigned** shall be solely liable for and shall indemnify and hold harmless PW from, any and all damage, injury, actions, causes of action, and other costs and liabilities, including reasonable attorney's fee and court costs, arising from any damage to, or loss of, any tools, equipment or other property of, or injury to, or death of, any other person, including PW, its employees or agents, arising from, or relating to, or otherwise resulting from, or caused by, Child Participant.
- PW uses Sawstop tablesaws that are designed to stop instantaneously upon contact with human skin, metal or other conductive material into contact with the blade. The braking mechanism used to stop the blade upon such contact damages both a break cartridge as well as and the blade beyond repair. The current cost to reset the saw including the replacement of the cartridge and the blade is currently \$200. **The undersigned acknowledges that if the cartridge is discharged during the use of the Sawstop\* tablesaw by Child Participant, for whatever reason, the Undersigned will be responsible for the then applicable cost of the replacement of the cartridge and the blade.** Non-Sawstop tablesaws in the facilities are NOT equipped with a brake and are NOT designed to stop with contact with human skin.
- Child Participant may be expelled by PW (from a class and/or from the facilities) or denied participation in any future class for a gross or repeated violation(s) of this agreement or any rules or for any other conduct which, in PW's opinion, is prejudicial to the health, safety, or business of PW or other participant and in such event participant shall not be entitled to a refund of any part of any payments previously made.
- I hereby grant permission to the rights of Child Participant's image, likeness and sound of his or her voice as recorded on audio or videotape without payment or any other consideration. I understand that such image may be photographed, videotaped, edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein Child Participant's likeness appears. Additionally, I waive any rights to royalties or other compensation arising or related to the use of Child Participant's image or recording. This release of liability is valid and binding upon participant, participant's personal representative or any of participant's heirs. Intending to be legally bound hereby, participant has executed this assumption of risk, release of liability and indemnification.
- ENTIRE AGREEMENT.** This Agreement, together with the other membership and safety materials delivered herewith which are incorporated herein by reference, sets forth the entire understanding of the parties with respect to the subject matter hereof. No amendment shall be effective unless in writing and, signed by an authorized representative of PW.

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| <b>PARENT/CHILD INFORMATION; EXECUTION OF AGREEMENT:</b> |                          |
| <b>Parent Name (Print):</b>                              | <b>Date:</b>             |
| <b>Child Participant(s) <u>with DOB</u> (List All):</b>  |                          |
| <b>Telephone (Mobile):</b>                               | <b>Telephone (Home):</b> |
| <b>Address:</b>  | <b>Parent Email:</b>     |
| <b>City, State ZIP:</b>                                  | <b>Parent Signature:</b> |