

Waiver of Claims and Release from Liability

By signing this document, you confirm that you are the parent or legal guardian ("Guardian") of the minor student identified below ("Student") and as such, you are assuming risks on behalf of Student, which may have financial and other consequences for Student, you and/or your family. By signing in the space provided at the bottom of this Waiver of Claims and Release from Liability (the "Waiver"), Student and Guardian agree that Student has permission to participate fully in all art and studio-related sessions and activities, whether indoors or outdoors, including walking from their pick-up location to the Premises (as defined below) (the "Activities") offered by Creative Nature NYC (including its owners, representative, employees, agents and independent contractors, collectively "Creative Nature"). In consideration of Creative Nature's sponsorship of, and arranging for Student's participation in, the Activities, Guardian and Student acknowledge and agree as follows:

1. Guardian understands that his/her agreement to the terms of this Waiver is a prerequisite for Student's participation in the Activities, and gives permission for the Student to participate in the Activities.
2. Guardian accepts any and all financial liabilities for any loss of or damage to property caused by or contributed to by Student.
3. Student is in sufficiently good physical and mental health to participate in the Activities. Guardian has made all arrangements to ensure Student's health and safety, including without limitation maintaining at his/her own expense sufficient health insurance for Student to cover any expenses or loss.
4. Guardian and Student understand that there are inherent dangers and risks involved in Student's participation in the Activities, which may involve foreseeable and unforeseeable risks, and hazards that may be dangerous and may involve death, injury, illness, loss, or property damage to Student or to others. Guardian and Student understand that no such Activities can be undertaken free of such dangers and risks. Guardian is voluntarily allowing Student to participate in the Activities with that knowledge and agree to assume and accept all such dangers and risks. Guardian understands that Student is responsible for the exercise of caution and common sense at all times to avoid such death, injury, illness, loss, or property damage.
5. Guardian releases all working with Creative Nature NYC from any liability connected with the activities or the use of Creative Nature NYC equipment and facilities located at premises where Creative Nature NYC offers the Activities (the "Premises").
6. Guardian and Student, on behalf of themselves and their respective survivors, heirs, next of kin, estate, legal representatives, and assigns, hereby (i) release and agree to indemnify, defend and hold harmless Creative Nature NYC and its respective affiliates, members, directors, officers, employees, agents, representatives, students, consultants, advisors, and any other providers of services, past, present and future (collectively, the "Released Parties") from and against any and all claims, damages, liabilities, actions, or causes of action (including without limitation those relating to any death, injury, illness, loss, property or other damage, or costs or expenses, including attorneys' fees) that Student and/or Guardian has/have or may ever have arising out of or in any way relating to the Activities or Student's participation in the Activities (collectively, the "Claims"), and (ii) waive any and all such Claims.
7. Student and Guardian have read and understood all policies of Creative Nature NYC, including those policies that may be posted on Creative Nature's website from time to time (including those relating to pick-up, illness and safety, dress code, photos, payments & refunds and late fees): <https://www.creativenaturenyc.org/policies>.
8. Guardian gives Creative Nature NYC permission to pick-up Student from their school and take them to the Premises, and expressly releases Creative Nature NYC from any and all liability associated thereto. Guardian accepts and assumes all the risks existing in this activity. Guardian and Student agree that, unless there is written consent by email or note from Guardian, Student will not be permitted to leave Creative Nature NYC with anyone other than Guardian. Guardian releases, forever discharges, and agrees to hold harmless Creative Nature and all Creative Nature NYC's representatives from any and all claims, demands, or causes of action, which are in any way connected with Student's participation in the Activities.
9. Unless otherwise specified in writing below, Guardian authorizes Creative Nature NYC to photograph Guardian and Student without compensation during any Activity for marketing and/or promotional use only, and such images will be published on Creative Nature NYC's website and through social media.
10. Guardian and Student have read this Waiver carefully and fully understand its content. Guardian and Student understand that this Waiver constitutes a complete, perpetual, and unconditional release, discharge, and waiver of any and all Claims against the Released Parties and are aware that this Waiver binds them, their survivors, heirs, next of kin, estate, legal representatives, and assigns. This Waiver shall be governed by New York law, regardless of the location of any of the Activities that, in the absence of this Waiver, may have given rise to a claim under it or that may be have been based upon it. Guardian and Student acknowledge and agree that, if any portion of this Waiver is held to be invalid, the balance shall remain in full force and effect.

Parent or Legal Guardian of Student:

Signature: _____ **Name:** _____

Student:

Name: _____ **Address:** _____

Date: _____