

Art Monsters LLC DBA Art Maker Studio / MSA Party Waiver

Art Monsters LLC DBA ART MAKER STUDIO/MARIN SOCIETY OF ARTISTS ART PARTY

Policy Acknowledgement---Parental Consent and Waiver of Liability - Indemnity Agreement
PLEASE CAREFULLY READ BEFORE SIGNING

Thank you for your interest in Art Monsters LLC DBA Art Maker Studio/MSA Art Studio Parties!
In order to participate, please fill out, review, sign, and return the following Policy Acknowledgement---
Parental Consent and Waiver of Liability - Indemnity Agreement prior to your child's participation.

Art Party/Class Name: **Art Party/Class Date:**

Participant:

Parent/Legal Guardian: sss ddd
Relationship to Participant:

- 1. Release of Liability:** I, the parent or legal guardian of Child named on the reverse, understand that I am solely responsible for the delivery and the pickup of my Child from the Art Monsters LLC DBA Art Maker Studio/MSA ("AM/MSA") Art Party at the MSA Gallery Art Studio facility ("Studio"). I agree that AM/MSA assumes no responsibility for the supervision of my child. I, on behalf of myself, my child and my child's other parent or legal guardian, if any, hereby waive and release any right I, my child and my child's other parent and legal guardian, if any, may have or acquire to make a claim against or attach the property of both Art Monsters LLC DBA Art Maker Studio and MSA or any of their board of directors, officers, members, employees, volunteers or agents for monetary damages caused by injury or death to my Child or damage to the property of my Child or myself arising from my Child's participation in the activities and use of the facilities and property of the Studio.
- 2. Medical Treatment:** I agree to grant my consent for AM/MSA to administer general first aid treatment for any minor injuries or illnesses experienced by me or my child. In the event of accident or injury, I authorize AM/MSA to summon any and all professional emergency personnel to attend, transport, and treat me or my child and agree to authorize the Releasees or their service providers to obtain medical assistance deemed necessary in their discretion. I assume responsibility to pay for any and all medical and emergency expenses for myself or my child, including transport, in the event of any accident or injury incurred by myself or my child during AM/MSA Art Party as a result of participation in the Art Party regardless of whether I subsequently authorize such expenses.
- 3. Liability for Damage:** I understand in addition to being an Art Center, MSA is an Art Gallery containing professional artwork for sale, rent, and viewing purposes. I agree in advance, should ANY artwork contained within the MSA building at 1515 3rd Street, including paintings, drawings, sculptures, etc. be damaged or destroyed by me or my child, said artwork will be paid for in full to MSA by me, and that Art Monsters LLC DBA Art Maker Studio will not be responsible for repair or payment of said artwork. In addition, I agree not to hold AM/MSA responsible in ANY way if my child injures or harms another child participating in the AM/MSA Party.
- 4. Parent Participation:** I understand Parties for 1-3 year-olds are "parent+child" only. Guests of a party who are 4 years of age and older are "drop-off optional".
- 5. Photo Policy:** I agree, for no additional consideration, compensation, or attribution, all participants and participant's guardians voluntarily consent, in advance, to allow AM/MSA to take photos during Party for promotional use. By signing this document, I agree to allow the use of photos of me as well as of my child, and any images of artwork me or my child create at AM/MSA Art Parties. All photos taken during AM/MSA Art Parties become the sole property of AM/MSA.
- 6. Attorney Fee/Venue:** In the event of commencement of a lawsuit by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive attorneys' fees and costs in addition to any other relief granted. AM/MSA incurs its obligations and performs its duties in the County of Marin, State of California. In the event that legal action is undertaken to enforce or interpret Agreement, the sole and exclusive venue shall be a court of competent jurisdiction in the state or federal courts located in the County of Marin, California.

Terms & Conditions Applicable to Parties

- 7. Parties:** Parties are 1 1/2 hours plus 15 min set up and 15 min clean up, and include approx. 45 min of



instruction plus all materials for 1 project.

- 8. **Food/Drink:** Art Parties have a half hour designated for snacks and/or cake. Food is optional and is provided by the paying client of the Art Party. No food is allowed at the art tables. I agree not to bring peanuts or peanut-based snacks.
- 9. **Pick Up/Late Fee:** I understand all child participants of AM/MSA Art Party must be picked up at the stated end time of the Party. Any participant guests not picked up will become the responsibility of the paying client.
- 10. **Refund Policy:** In the event AM/MSA has to cancel a party, Art Monsters LLC DBA Art Maker Studio will attempt to contact Client with as much advance notice as possible. Art Monsters will provide a full refund to the paying client of the cancelled party.
- 11. **Parties to this Agreement, Roles and Definitions:** All references to Art Monsters LLC DBA Art Maker Studio or "AM" includes the owner of Art Monsters LLC DBA Art Maker Studio, Renee Kelly. All references to "MSA" refer to Marin Society of Artists, a California non-profit corporation. AM is the sole operator of the Art Parties and MSA has no responsibility for operation of the Art Parties. MSA's sole role is to make the MSA Gallery Art Studio available to AM for Art Monsters LLC DBA Art Maker Studio Art Parties.

By signing below, I/we grant permission for the child named above to participate in all activities connected with the registered Art Party at the Art Monsters LLC DBA Art Maker Studio/MSA Gallery. I/we further agree to abide by the Art Monsters LLC DBA Art Maker Studio/MSA Art Party Policies which can also be found on the Art Monsters LLC DBA Art Maker Studio website (www.artmakerstudio.net/terms) I have carefully read this agreement and fully understand its contents. I am aware the agreement includes a waiver of liability and indemnity agreement.

X _____



Signature Certificate

Document name: Art Monsters LLC DBA Art Maker Studio / MSA Party
Waiver



Unique Document ID: D5D7131F0CB2A1F34779A3A60AEF9D6BD08A4A91

Timestamp

February 26, 2017 8:06 pm PDT

Audit

Art Monsters LLC DBA Art Maker Studio / MSA Party Waiver
Uploaded by Renee Kelly - renee@artmonsters.net IP
73.162.200.200



This audit trail report provides a detailed record of the
online activity and events recorded for this contract.