

Kinetic Steam Works
P.O. Box 24562
Oakland, CA 94628



-Release Indemnification & Hold Harmless Agreement-

Form must be filled out in entirety.

THIS IS A LEGAL RELEASE

Date(s) of Program: _____

Attendee Name(s): _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Home Ph: _____ Cell Ph: _____

Name(s) and contact information MUST be complete.

NOTIFICATION OF RISK

I understand that certain risks and dangers exist in the programs and activities in which the attending adult or minor child voluntarily chooses to participate in at Kinetic Steam Works. These inherent risks cannot always be foreseen nor eliminated without destroying the unique character of the activities and include, but are not limited to loss or damage to personal property, accidental injury or illness of any kind, or in extreme cases, permanent trauma, disability or death. I understand that Kinetic Steam Works considers it important for me to know in advance what to expect and to be informed of the inherent risks involved in the fabrication and public display types of activities that Kinetic Steam Works is involved with. Environmental risks and hazards include hot metal surfaces, sharp metal objects, and crush hazards. Equipment may fail or malfunction, despite reasonable maintenance and use. I understand that the above description of the risks is not complete and that there may be other unknown or unanticipated risks. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. I acknowledge that participating in the activities provided by Kinetic Steam Works is not compulsory, and hereby knowingly and willingly choose to participate or allow the attending minor child to participate, in spite of and with full knowledge of the risks involved.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Understanding the inherent risks, I individually and as the parent or legal guardian of the attending minor child, AGREE TO RELEASE FROM ANY LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS KINETIC STEAM WORKS and its officers, directors, employees, servants, volunteers and agents (collectively "Kinetic Steam Works") from any liability, claims, causes of action, demands, costs, obligations or financial responsibility of every kind and nature, including that resulting from or arising out of NEGLIGENCE of Kinetic Steam Works, for any incident, injury or accident occurring to myself, the attending minor child, or member of my family, while engaging in or observing any activity at Kinetic Steam Works. By agreeing to this indemnification, I am knowingly and willingly choosing to be financially responsible for any future claims brought against Kinetic Steam Works. I acknowledge that I am voluntarily electing to allow my minor to participate in such activities for their benefit. Knowing of the risks, I hereby EXPRESSLY AGREE to HOLD HARMLESS and INDEMNIFY Kinetic Steam Works for any claims that may be brought by my minor child or family members.

OTHER PROVISIONS

If I have any legal dispute with Kinetic Steam Works which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by California courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association. I also agree to pay all costs and attorneys' fees incurred by Kinetic Steam Works in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Kinetic Steam Works is not responsible for the injury or loss. Kinetic Steam Works and persons designated by it may use photograph(s) of the attending adult or minor child for sale or reproduction in any manner Kinetic Steam Works chooses, which includes use for advertising display, audiovisual presentations or otherwise. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

THIS IS A LEGAL RELEASE

The undersigned parent or legal guardian represents that he or she has read this Release, has requested and been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or the instruction offered, assumes all risks associated with such dangers and risks, and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Attendee or Parent/Legal Guardian Printed Name (Attendee under the age of 18 must have Parent or Legal Guardian's Signature only)

Date _____

Signature of Attendee or Parent/Legal Guardian (Attendee under the age of 18 must have Parent or Legal Guardian's Signature only)

Date _____