

## **Nailed It, LLC Child Party and/or Workshop**

In consideration of being allowed to participate in a Nailed It party and/or workshop, the undersigned, on his or her own behalf and on behalf of the minor identified below, acknowledges, appreciates and agrees that:

1. Tools and products that the minor will use can be hazardous and dangerous. These activities require various degrees of skills and expertise. I understand that these activities can result in serious injury to the person or child. I assume all risk and damage or injury to the minor while participating in a Nailed It party and/or workshop.
2. I am aware of the risk, hazards and danger of personal injury, disability and/or death as a result of participation in a Nailed It party and/or workshop, including those that may arise out of negligence of other participants.
3. I understand that it is my responsibility to ask questions and ensure that I/my child follow instructions as they are given by a Nailed It instructor. I understand that my child is required to follow all instructions. I understand that failure to follow instructions as they are given can result in my child being asked to leave the Nailed It party and/or workshop. I understand that if my child is asked to leave a Nailed It party and/or workshop my money will not be reimbursed.
4. I certify that I and/or my child are in good health and that I and or my child have no physical limitations which would preclude safe participation at a Nailed It party and/or workshop.
5. Pictures of your child may be taken during a Nailed It party and/or workshop. By signing this waiver, you are releasing these images for marketing purposes.
6. In consideration for participation in a Nailed It party and/or workshop, I hereby release, waive and forever discharge and covenant not to sue Nailed It, LLC and its owners, employees, officers, directors and all other persons or entities acting on its behalf, from any and all claims, actions, damages, liability, cost or expense including attorneys fees which are related to or arise out of or in any way connected to my child's participation in a Nailed It party and/or workshop. I agree to indemnify Nailed It, LLC and its owners, employees, officers, directors and all other persons or entities acting on its behalf for any claims arising out of my or my child's participation in a Nailed It party and/or workshop.
7. By the execution of this agreement, it is my intention to assume all risk of injury and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against Nailed It, LLC and it's owners, agents, employees, officers, and/or all other persons or entities acting on its behalf.
8. I acknowledge that my or my child's participation in activities with Nailed It is strictly voluntary. I hereby certify that I am over 18 years of age, I have carefully read the foregoing covenant not to sue and acknowledge that I understand and agree to all of the above terms

and conditions. Prior to signing this agreement, I have had an opportunity to ask any and all questions. I am aware that by signing this agreement, I assume all risks and waive and release all substantial rights that I may have and possess.

9. To the extent that any one or more provision of this agreement is found to be unenforceable, all other provisions of this agreement not found to be unenforceable will remain in full force and effect.

Child's Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_