

WAIVER & RELEASE OF LIABILITY

In consideration of the risk of injury while participating in any of Scarlet Fire Glassworks, LLC glassblowing experience classes (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Scarlet Fire Glassworks LLC, located at 77600 Big Rock Rd, Washburn, WI 54891 and 123 W. Bayfield St., Washburn, WI 54891, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, all or any types of bodily injuries, burns, heat related injuries, accidents, paralysis, death, damages, damages to clothing or personal items, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from this Activity. I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), burns, heat related injury or illness, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity. I agree to indemnify and hold harmless Scarlet Fire Glassworks, LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Scarlet Fire Glassworks, LLC incurs any of these types of expenses, I agree to reimburse Scarlet Fire Glassworks, LLC. I acknowledge that Scarlet Fire Glassworks, LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Scarlet Fire Glassworks. I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, burns, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, and/or producers of the event. I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Scarlet Fire Glassworks, LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Scarlet Fire Glassworks, LLC for personal injury or property damage. I understand that I am responsible for my own safety and that I should not participate

in any activity that I feel is unsafe. To the extent that statute or case law does not prohibit releases for negligence, this release is also for release of negligence on the part of Scarlet Fire Glassworks, LLC, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Scarlet Fire Glassworks LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I have read and understand this waiver and agree to its terms.

Printed name of participant: _____

Signature of participant: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be also signed by a parent or guardian, as follows: I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual, agreeing to the terms of this document.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____