

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the “Release”) is made and given by the undersigned who is being admitted to enter the premises of Sawdust Studios (herein, “Company”) located at 2207 Nelwood Drive, Columbia, Missouri 65202, which premises are used as a community woodshop (the “Facility”). The undersigned (herein, “Participant”) desires to enter the Facility to use the property and equipment for woodworking. Participant acknowledges and agrees that this Release is required as a condition to entering and/or using the Facility. This Release shall be effective on the date of execution and delivery by Participant (or Guardian, as defined below, if applicable).

NOW, THEREFORE, in consideration of Company permitting Participant to enter into the Facility, Participant (and Guardian, if applicable), for himself or herself, his or her personal representatives, heirs, and next of kin, and in consideration for being permitted to enter and use the Facility and the equipment located there for woodworking, or otherwise being permitted to enter for any purpose any area within the Facility, agrees to the following:

1. Acknowledgment by Participant. Participant acknowledges, agrees and represents that he has or will immediately upon entering the Facility, and will continuously thereafter, inspect any portion of the Facility which he or she enters and Participant further agrees and warrants that, if at any time, he or she feels any activity or condition within the Facility to be unsafe, Participant will immediately advise Company representatives of such and will immediately cease participating in such activity and will vacate the Facility. Participant further acknowledges and represents that (a) Participant has read this Release and has been afforded the opportunity to confer or speak with an attorney; and (b) Participant shall at all times follow the rules and regulations for entry and use of the Facility, as the same may be established or modified by the Company from time to time. Participant may be asked to leave the Facility at any time and for any reason.

2. Minor Consent. If Participant is under the age of eighteen (18) years old, the parent or legal guardian of Participant (in either event, the “Guardian”) must execute this Release on behalf of Participant prior to Participant’s entry and use of the Facility.

3. General Waiver and Release. Participant (and Guardian, if applicable), for himself or herself, his or her personal representatives, assigns, heirs and next of kin, hereby releases, waives, discharges and covenants not to sue, Company, the Facility operators, Company members, managers, employees, agents, contractors, officials, other participants using the Facility, rescue personnel, sponsors, and any Event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the Facility or the Participants use thereof, and each of them, their owners, directors, officers, agents, and employees (all of the purposes herein referred to as the “Released Parties”) from any and all liability and obligation whatsoever, for any loss or damage to any person or property, and for any claims or demands therefor, on account of injury to any person or property or on account of any death of Participant arising or related to the use of the Facility, or otherwise occurring in the Facility, whether caused by the negligence or willful misconduct of the Released Parties or otherwise.

4. No Duty to Supervise. Participant understands that there is no one supervising at the Facility at some times, and no obligation to have anyone supervising at all times. Participant acknowledges that he or she is aware that the Company assumes no duty to have anyone supervise the activities of any individual within the Facility. Company assumes no liability for the acts or omissions of any such individuals. Consumption of alcohol and drugs while using the Facility is strictly prohibited. Participant will be asked to exit the Facility without refund if Participant is found or suspected of using alcohol or drugs there, or of being under the influence while there. Also, if Participant is behaving in a manner that might be putting others in danger, or is offensive to others, Participant will be asked to leave the Facility.

5. Indemnification by Participant. Participant hereby agrees to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost the Released Parties may incur arising out of or related to the Participant’s use of the Facility, and whether caused by the negligence of the Released Parties or otherwise.

6. Assumption of Risk. Participant hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the use of the Facility, whether caused by the negligence of Released Parties or otherwise.

