

**RELEASE AND WAIVER OF LIABILITY
AND INDEMNIFICATION AGREEMENT**

I, _____ the undersigned hereto, acknowledge that the I am or will be enrolled in one or more sewing and fashion design classes, seminars, open studio time, or activities (the "Classes") offered by, through or on the premises or facilities used by Sew Fun! LLC, a California limited liability company doing business as sewnow! (the "Company") and that the I have been admitted to said Classes based in material part on this Release and Waiver of Liability and Indemnification Agreement (this "Release") and my consent hereto.

I am aware of or have been informed of the nature of the Classes and recognize and understand that the activities in which I may participate in connection with such Classes carry a risk of injury, including, without limitation, permanent disability or death, and severe social and economic loss due not only to my own actions, inaction or negligence, but also the action, inaction or negligence of others, or the conditions of the premises, facility, or of any equipment used. I further acknowledge and fully understand that there may be other risks not known to me or not reasonably foreseeable at this time. By my signature hereto, I hereby assume all risks involved in the activities to be performed during the Classes and/or in connection with and accept personal responsibility for any damages following such injury, permanent disability or death.

I understand that I am responsible for evaluating my own ability to participate in any of the Classes. I agree that prior to participation in any of the Classes, I will inspect the equipment and facilities to be used, ensure I do not use equipment on which I have not been fully trained by the instructor or supervisor, and if I believe anything is unsafe or beyond my capability, I will immediately advise the instructor or supervisor of such condition(s) **AND REFUSE TO PARTICIPATE**; or if I elect to participate notwithstanding my belief of unsafe conditions or my inability to participate, I acknowledge and agree that my participation shall be at my own risk.

In case of injury or illness, I hereby give my consent to have a doctor, nurse, other medical emergency personnel, or personnel of the Company provide me with medical assistance or treatment. I further give my consent to emergency transportation and the administration by medical emergency personnel or by personnel of the Company of any first aid and/or medical treatment. I acknowledge that the Company has not purchased and will not provide any medical, health or accident insurance to cover such expenses and that any such insurance is my responsibility. I accept responsibility for payment of any such emergency transportation and treatment expenses by any related or subsequent medical bills.

For myself, my heirs, successors or assigns and legal representatives, I hereby waive, release, absolve, indemnify, forever discharge and agree to hold harmless the Company, its members, managers, officers, agents, instructors, employees, volunteers, and the other participants in or members of the applicable Classes from any and all liability, injury, claims, demands, damages, expenses, costs, actions or causes of actions known or unknown, past, present or future for personal injuries (including bodily injury, permanent disability or death) and/or damages which are alleged to have arisen out of, resulted from or be related to my participation in any activity involved in any of the Classes, including, without limitation, any exercises that may be undertaken in or during any of the Classes.

I HAVE FULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND MEANING, THE LEGAL IMPACT THEREOF, AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE HAD THE OPPORTUNITY OT HAVE MY ATTORNEY REVIEW THIS DOCUMENT AND EXPLAIN IT TO ME PRIOR TO SIGNING MY NAME BELOW. I VOLUNTARILY, OF MY OWN FREE WILL AND WITHOUT DISTRESS OR COERCION SIGN THIS RELEASEE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT.

Participant's Signature: _____ Date: _____

Address: _____, City: _____, Zip: _____

Email: _____ Phone: _____ Emerg Contact (cell): _____

TALENT RELEASE: I hereby assign and grant to sewnow! the right and permission to use and publish any photographs/ film/ video tapes/ electronic representations made of me (without identifying information such as name), and I hereby release sewnow! from any and all liability from such use and publication. I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/ film/video tapes/electronic representations without limitation at the discretion of sewnow! and I specifically waive any right to any compensation I may have for any of the foregoing.

Participant's Signature: _____ Date: _____