



RELEASE AND WAIVER OF LIABILITY

This release and Waiver of Liability is executed this _____ day of _____ by _____ (the "student") in favor of the Western New York Book Arts Collaborative (**WNYBAC**) and its directors, officers, instructors, teaching assistants, employees, and agents. I, the student, hereby freely and voluntarily without duress, execute this Release under the following terms:

- 1. Waiver and Release.** I hereby release and forever discharge and hold harmless **WNYBAC**, and its directors, officers, instructors, teaching assistants, employees, and agents and successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with any and all the equipment available to, and used by, the student in the letterpress studio, and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with **WNYBAC**.
I understand and acknowledge that this Release discharges **WNYBAC** from any liability or claim that I may have against **WNYBAC** and its directors, officers, employees, and agents, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that **WNYBAC** does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.
- 2. Insurance.** I understand that **WNYBAC** may elect to provide group accident or other liability insurance for the benefit of its students. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, **WNYBAC** does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its students, and expressly disclaims any responsibility or obligation to do so. As a student, I am expected and encouraged by **WNYBAC** to maintain medical, health, and all other applicable insurance coverage for my own benefit.
- 3. Medical Treatment.** I hereby release and forever discharge **WNYBAC**, its directors, officers, employees, and agents, from any and all liability claims, demands, and causes of action whatsoever may arise on account of any first aid or other medical treatment rendered during my participation with any and all equipment in the letterpress studio and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with **WNYBAC**.
- 4. Assumption of Risk.** I understand that my participation with **WNYBAC**, and or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with **WNYBAC** may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release **WNYBAC** from all liability for injury or illness that may result.
- 5. Other.** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city, and/or township. I agree that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions:

Signature of Participant (student) Print Name Date

Signature of Witness (witness) Print Name Date