

the pink rhubarb

PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY

In consideration of accepting me, and/ or my minor child, _____, ("Participant") to participate in an event or program with The Pink Rhubarb, LLC, and related events or activities, I, the Undersigned, acknowledge and agree as follows:

- 1) **Nature of Activities:** The Undersigned understands that the activities with The Pink Rhubarb, LLC may include work that could be hazardous to the Participant, including, but are not limited to, working with plants, cooking, painting, working with tools. The Undersigned also understands that the Activities may include recreational pursuits with inherent physical challenges, risks and dangers. I agree to assume all risks associated with the Activities for myself or my child.
- 2) **Parental Consent:** The Undersigned understands the Nature of the Activities and confirms that Participant is qualified to participate at the Pink Rhubarb, LLC.
- 3) **Safety Policies:** The Undersigned has read and accepts the safety policies and procedures as detailed on the Pink Rhubarb website.
- 4) **Release and Indemnity:**
The Undersigned, on behalf of myself and/or minor child, does hereby release, forever discharges and covenants not to sue, and agrees to indemnify, defend and hold harmless, the Pink Rhubarb, LLC., its officers, directors, agents, servants, representatives, employees and volunteers, and their heirs, successors and assigns from any and all liability, claims, causes of action, costs and expenses (including but not limited to court costs and attorneys' fees) and other demands, of whatever kind or nature, whether known or unknown, and either in law or in equity, which arise or may hereafter arise from Participant's participation in Activities at the Pink Rhubarb, LLC..
The Undersigned understands and agrees that this Release discharges the Pink Rhubarb, LLC, and its officers, directors, agents, employees and volunteers from any liability or claim that the Participant may have against any of them with respect to any personal injury, illness, death or property damage that may result from Participant's participation at the Pink Rhubarb cooking workshops including, but not limited to, any claim that may arise on account of any first aid, treatment or service rendered in connection with Participant's participation .
The Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Connecticut, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Connecticut. The Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.
- 5) **Photographic and Video Release:** The Undersigned does hereby grant and convey unto the Pink Rhubarb, LLC, all right, title, and interest in any and all photographic images and video or audio recordings made during Participant's participation at the Pink Rhubarb, LLC., including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6) **Carriage Barn Waiver: Liability Waiver:**
As parent/guardian, you individually and on behalf of your child, release and agree to hold Carriage Barn Arts Center harmless from any and all liability and hereby assume all risk and responsibility and waive any claim or cause of action of any nature whatsoever arising on behalf of your child while at class or otherwise in the care of its staff. You further agree to indemnify and hold harmless Carriage Barn Arts Center, its agents, employees or contractors, whether paid or volunteer, against any and all claims which may arise from any injury to said child while participating in this program. You have read and understand the above policy and agree to comply with its provisions.
In the case of an emergency involving your child, you understand that every effort will be made to contact you. However, in the event that you cannot be reached to make arrangements for emergency medical attention at the time of illness or accident, you hereby authorize Carriage Barn staff to call 911 to provide urgent care for your child and further authorize your child to receive medical treatment from the selected medical provider as such medical provider deems necessary and appropriate.
Photograph Release
I hereby grant permission to the Carriage Barn to use any photo images taken of my child/children during this show for promoting or showcasing programs on the Carriage Barn website and other promotional materials.

Participant Name (Print) _____ Date _____

Parent/Legal Guardian (Print) _____

Parent/Legal Guardian (Sign/date) _____

The Undersigned, has executed this Participation Agreement and Release of Liability on behalf of himself/herself, his/her heirs and assigns, executors and administrators and on behalf of him/herself and/or the minor Participant, his/her heirs and assigns, executors and administrators.