

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

**WMW Workshops**

*737 West 4<sup>th</sup> Ave, Escondido CA, 92027*

The individual named below (referred to as "I" or "me") desires to enter 737 West 4<sup>th</sup> ave. Escondido CA, 82027 (the "Property") and engage in various woodworking, carpentry, and building activities and utilize the facilities and tools therein (the "Activity") provided by Trevor Pitts, and the WMW Workshops, a California limited liability company (hereinafter collectively "WMW"). As lawful consideration for being permitted by WMW to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF WMW OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against WMW, and their employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), arising out of or attributable to the Activities, whether arising out of the negligence of WMW or any Releasees or otherwise. I covenant not to make or bring any such claim against WMW or any other Releasee, and forever release and discharge WMW and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless WMW and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement of WMW and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or enforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of WMW and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Santa Barbara, California and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WMW.**

Signed \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent/Guardian Signature (if participant is under 18): \_\_\_\_\_