



## **LIABILITY AND PHOTO RELEASE WAIVER**

*PLEASE READ CAREFULLY AND SIGN BELOW*

I am an instructor or participating in a class, artist-residency program, project, and/or working as a volunteer at the Steel Yard in Providence, Rhode Island. I fully understand that all phases of working at the Steel Yard's shop and on the general premises can be hazardous. With that knowledge, I accept full responsibility for my own safety [as this relates to my conduct] and for the safety of others who may be teaching or working with me.

I am in good physical and mental condition, and I am fully capable of the work I intend to do. I have no conditions that might impair my abilities [except as may be noted on this form and okayed by The Steel Yard's Executive Director]. Also, I am taking no medications that might affect my abilities to do my intended work.

I have, or will, prior to starting work, disclose all existing medical conditions to my instructor or supervisor, including chronic conditions such as asthma, allergies, seizures or diabetes. If I am or believe myself to be pregnant, I will also disclose this to my instructor or supervisor. I understand that the Steel Yard requests disclosure of this information because some existing medical conditions could affect my own safety and the safety of others. Any such personal medical information will be conveyed only to the Steel Yard staff and faculty on a "need-to-know" basis. No drugs or alcohol are allowed on the premises of the Steel Yard. The Steel Yard's faculty or staff will ask any one under the influence of drugs and/or alcohol to leave the premises immediately.

Prior to receiving permission to work in the Steel Yard's shop area or to use any of its tools, I will receive shop safety instruction from a staff member. It is my responsibility to fully understand that instruction. If I am injured or if I witness another person in the shop incur an injury, I must stop working and notify the Instructor or Monitor immediately, in order for the staff to fulfill the Steel Yard's first aid and medical attention policy.

I agree to observe all safety rules as part of the Steel Yard's consideration to accept me as an instructor/student/volunteer/visiting or resident artist. I understand that violations of these rules can result in warnings, suspensions or immediate expulsion, depending upon the severity of the violation(s). I agree that I will not receive any tuition credits or refunds or compensation of any kind due to safety violation penalties.

In addition to shop safety training, I will receive instructions on the proper use of all tools that I want or need to use in my class, volunteer or personal work. Once I demonstrate an understanding of the "proper use" rules, the Shop Monitor, the Steelyard's faculty or the Executive Director will approve my continued use of those particular tools. I will only use those tools for which I am approved. I

understand that this permission may be revoked by the Steel Yard's faculty, shop monitor or Executive Director at any time and I agree to abide by any such revocation. If I violate the Safety Rules, and/or pose a threat to myself, others, or the safety of the shop, I may be asked by the shop monitor, faculty or staff to stop using any tools or machinery and leave the premises immediately. At the time of the request, I must leave the premises without any questions. Within ten days of the incident, the Executive Director will notify me in writing or in a meeting about whether or not I am able to resume my work/class at the Steel Yard and if any restrictions or conditions will be applied to my participation. If I improperly use and as a result break any equipment, I will be responsible for repairing or replacing what I have damaged, in addition to having my shop rights restricted.

The Steel Yard's general policies are posted in the office and in the shop. I will read [or have read] those policies and agree to be bound by them. Application and enforcement of all rules and policies will be made by the Shop Monitor, faculty and staff. In addition, if I witness any violation of the Shop Rules I must report it to the Shop Monitor immediately. If I fail to report a violation, I will also be held liable for any consequence of this violation. While efforts will be made to be fully consistent, the realistic expectation is that interpretation or application may well be uneven. I understand this variable and agree that my own conduct will be judged on its own terms.

When working as an instructor/volunteer/student/contractor, and/or visiting or resident artist at the Steel Yard, I understand that I am not covered by workers compensation. To the maximum extent permitted by law, I hereby assume any and all of the risks attendant with my participation at the Steel Yard. Further, to that same legal extent, I hereby release the Steel Yard, its directors, officers, faculty and staff from any and all claims for loss or damage whatsoever that I might sustain while participating in any activities at this facility; and I hereby agree to indemnify them and hold them harmless of and from any such claims [including claims of others] which are based in any part on my own conduct.

The start of my work with the Steel Yard's shop materials and equipment shall be conclusive proof of my understanding of and agreement with the Steel Yard's rules and practices. I have read this document completely and understand it fully. By signing it, I agree to be bound by it.

#### USE OF PHOTOGRAPHY

I grant to the Steel Yard, its representatives and employees the right to take photographs of me and my property in connection with my activities at the Steel Yard. I authorize the Steel Yard, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the Steel Yard may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

I have read and accept the use of photography

Parent or Guardian Signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

REQUIRED                      EMERGENCY                      CONTACT                      INFORMATION:

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_