

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT



The individual named below (referred to as “I” or “me”) desires to participate in preparing handcrafted soap (the “Activity”). The Activity is provided by The Handcrafted Soap and Cosmetic Guild, Inc., a Delaware non-profit corporation with offices located at 184 Edie Road, Suite A, Saratoga Springs, New York 12866, or by one of the local chapters thereof (in each case, such organization is hereafter referred to as “HSCG”). As lawful consideration for the intangible value that I will gain by participating in the Activity, I agree to all of the terms and conditions set forth in this Release of Liability, Assumption of Risk, and Indemnification Agreement (this “Agreement”).

- 1) Assumption of Risk. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A DANGEROUS ACTIVITY, INVOLVING, AMONG OTHER THINGS, CAUSTIC MATERIALS, SUCH AS LYE, AND SHARP OBJECTS, SUCH AS SOAP CARVING TOOLS, AND THIS ACTIVITY INVOLVES THE RISK OF SERIOUS INJURY. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF HSCG. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY 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 HSCG OR OTHERWISE.
- 2) Release of Liability and Promise Not to Sue. On behalf of myself and my next of kin, heirs and representatives, I hereby expressly waive and release any and all claims, now known or hereafter known, against HSCG and its owners, officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activity, even if such injury, death, or property damage is in any way caused by the negligence of HSCG or any Releasees or otherwise. I promise not to sue HSCG or any other Releasee, and I forever release and discharge HSCG and all other Releasees from any and all liability related to my participation in the Activity.
- 3) Indemnification. I promise to defend, indemnify, and hold harmless HSCG and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to my negligence or recklessness as a participant in the Activity.
- 4) Miscellaneous Terms. This Agreement constitutes the sole and entire agreement of HSCG 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 unenforceability 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 HSCG and me and our respective heirs, 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 New York without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal or state courts located in New York 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 RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HSCG.

Signed: _____

Printed Name: _____

Address: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability, Assumption of Risk, and Indemnification Agreement.

Signed: _____

Printed Name: _____

Address: _____

Date: _____

This form must be signed and returned to the HSCG prior to participating in any seminar or class at the HSCG annual conference for which the release is required.

Mail signed hard-copy (paper) to:

HSCG, 184 Edit Rd, Suite A, Saratoga Springs, NY 12866

OR scan or photograph signed copy and email to:

conference@soapguild.org