

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter "The Release Agreement")**

**BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY**

THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES. ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE THE TIME TO REVIEW THIS DOCUMENT CAREFULLY.

Last Name..... First Name.....

Street.....

City..... Province.....

Postal Code.....

Telephone Number (include area code).....

Email Address.....

TO: RUSTED PETAL LTD. (the "OPERATOR") and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN WOODWORKING WORKSHOPS, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

In this agreement the term "woodworking workshops" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Operator, including but not limited to: the handling, lifting, and moving of raw and unsanded wood; the handling, lifting, and operation of electric and or battery powered nail guns; the handling, lifting, and operation of electric and or battery powered power drills; the handling, lifting, and operation of electric and or battery powered hand sanders; the handling and use of nails, screws, wood glue, and finishing products such as, but not limited to: stains and paints; and all other such related activities.

ASSUMPTION OF RISKS

I am aware that my participation in woodworking workshops involves many risks, dangers and hazards, which could result in damage, loss or physical or mental injury to me, and loss of or damage to personal property. Some of these risks, dangers and hazards include, but are not limited to:

- * Health: cuts; burns, including chemical burns; bruises; scrapes; overexertion; dehydration; fatigue; inhalation of and exposure to potential bio-hazards including, but not limited to: blood; dust; glues, stains, and paints that contain volatile organic compounds (VOCs) and other potentially toxic substances; adverse reactions (including allergic) to VOCs, other potentially toxic substances, and food or beverages provided for my voluntary consumption.
- * Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons; inadequate safety equipment or supplies; negligent provision of First Aid; lack of adequate First Aid equipment or onsite medical facilities or personnel.
- *Damage to Personal Property: such as, but not limited to, product spills on jewellery and clothing.
- *Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.

*Safety Equipment: To the extent that safety equipment is made available by the Operator, the Operator encourages participants to make all appropriate use of same, and in the event that I choose not to use provided safety equipment or I use it incorrectly, I voluntarily assume all risks and consequences associated with doing so.

*Advice: negligent advice regarding the use of equipment, techniques and processes in woodworking workshops.

*My conduct and conduct of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of the fitness programs, some of which are referred to above.

Despite the risks, dangers and hazards of woodworking workshops, and fully understanding such risks, dangers and hazards, I wish to participate in woodworking workshops with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in woodworking workshops and permitting my use of their equipment, facilities and services, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEES **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in woodworking workshops DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - * negligence on the part of the Releasees;
 - * breach of contract by the Releasees;
 - * breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
 - * breach of any statutory or other duty of care including the duty of care owed under the Occupiers Liability Act, R.S.A. 2000, c. 0-4, on the part of the Releasees; and
 - * the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of fitness programs, some of which are referred to in the Assumption of Risks sections of this Agreement.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in woodworking workshops.
3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

RELIANCE

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of woodworking workshops other than what is set forth in this Agreement.

INSURANCE

I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in woodworking workshops.

JURISDICTION

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Alberta. Any litigation involving the parties to the Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Court of the Province of Alberta.

Signature _____

Print Name _____

Date _____

Witness _____