

## Folsom Arts Association Liability Waiver and Release

### Folsom Arts Association WORKSHOP Folsom Lake College

By registering for a Folsom Arts Association (FAA) Workshop, I agree to the following:

**ACCEPTANCE OF RISK:** I agree to accept all risk of possible injury, loss, or liability arising from my participation in this FAA-sponsored activity; and further to protect, defend, indemnify, and hold harmless the FAA and its respective officers, agents, contractors, and volunteers from and against any and all claims or causes of action for death, personal injury or property loss or damage which may arise as a result of my participation in FAA programs and activities.

**EMERGENCIES:** I further agree that FAA may act in an emergency as best fits the situation in the event either myself or emergency contact cannot be reached. I am aware that the sponsoring organizations do not carry medical or liability insurance for participants in the FAA programs and activities.

**REFUND AND FEE FOR RETURNED CHECKS:** I have read and understand the refund policy, and that FAA charges a \$35 fee for any returned checks.

**PHOTOGRAPHY/VIDEO NOTE:** I understand that representatives of the FAA may photograph/video me and that the FAA may use such photographs/videos to publicize FAA programs now and in the future. I expressly allow, and hereby waive any objection to the FAA photographing/videoing of me when I am participating in a FAA program or activity. I understand all photos/videos will remain the property of the FAA.

**STANDARDS OF BEHAVIOR:** FAA's expectation is that all participants will comply with all applicable laws, and will treat people and facilities with respect and follow the instructions provided by FAA representatives. The FAA reserves the right to deny service to anyone for failure to abide by these behavior standards.

**COVID 19 AND OTHER INFECTIOUS DISEASES:** I acknowledge the contagious nature of COVID-19 and other infectious diseases (e.g., influenza and RSV), and voluntarily assume the risk that I may be exposed to or infected while participating in the FAA programs and activities.

**PROGRAM DETAILS:** I acknowledge I have read the details of the program in which I am participating as described on the registration and program description form and agree to abide by them.

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In participating in this program, I acknowledge and agree that this release applies to all claims for death, injury, damage or loss to my person and property, whether known or unknown, foreseen or unforeseen, or patent or latent, and I hereby waive application of California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." I understand and acknowledge that the significance and consequence of this waiver is that even if I should eventually suffer additional damages arising out of my participation in the program or activity, I will not be able to make any claim against FAA and its respective officers, agents, contractors, and volunteers and for those damages.