

THE TORCH GARAGE, INC.

MASTER ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

For Glassblowing, Glassworking, Torchworking, Classes, Workshops, Events, and Related Activities

This Master Assumption of Risk, Waiver, Release, and Indemnification Agreement ("Agreement") applies to my participation in any glassblowing, glassworking, torchworking, flameworking, fusing, kiln-related, studio, class, workshop, event, demonstration, or other related activity (collectively, the "Activities") provided, sponsored, hosted, or facilitated by The Torch Garage, Inc. ("Torch Garage" or the "Company"). By signing below, I acknowledge that I have read, understand, and voluntarily agree to all terms of this Agreement.

1. ACKNOWLEDGMENT OF INHERENT RISKS

I understand that glassblowing, glassworking, torchworking, flameworking, fusing, kiln work, and related studio Activities are inherently dangerous. The Activities may involve molten glass at approximately 2,050°F; glass and tools that may reach approximately 1,800°F or higher; tools that may weigh as much as 20 pounds; heat absorbed by tools; open flames and heat; broken glass and glass shards; physical effort; cuts; burns; inhalation of hazardous substances; exposure to visible and invisible radiation; equipment and premises hazards; and other risks that may result in serious personal injury, disability, death, and/or property damage.

I understand that injuries may arise from or be compounded by the actions, omissions, or negligence of Torch Garage, its instructors, staff, contractors, volunteers, other participants, observers, or others, including negligent emergency response or rescue operations, and/or from the condition of the premises. I voluntarily participate with knowledge of these dangers.

2. ASSUMPTION OF RISK

I knowingly and voluntarily accept and assume all risks inherent in or arising from the Activities, including risks that are known or unknown, anticipated or unanticipated, and risks arising from the negligence or fault of Torch Garage or any other Releasee, except to the extent such risks or liabilities cannot lawfully be released under applicable law.

I agree to follow all safety instructions, act carefully and thoughtfully, ask questions whenever I am unsure what to do, wear closed-toe/closed shoes as required, and use all required safety equipment, including heat shields and other protective equipment. If equipment seems too heavy, glass or tools seem too hot, or I otherwise believe a condition is unsafe, I will immediately notify Torch Garage staff or the instructor. I understand that safety procedures will be reviewed at the beginning of class or as otherwise appropriate.

3. RELEASE OF LIABILITY

On my own behalf and on behalf of my heirs, personal representatives, successors, and assigns, I hereby waive, release, discharge, and covenant not to sue The Torch Garage, Inc., and its officers, directors, managers, members, shareholders, employees, instructors, agents, contractors, affiliates, volunteers, successors, and assigns (collectively, the "Releasees") from any and all claims, demands, actions, causes of action, rights of action, liabilities, damages, losses, or other legal rights to seek compensation for injury, disability, death, or property damage arising out of or attributable to the Activities, including participation in, travel to, or travel from the Activities, whether caused by the negligence or fault of the Company or any Releasee, the condition of the premises, the acts or omissions of other participants or observers, or otherwise.

This waiver and release does not extend to gross negligence, willful and wanton misconduct, intentional torts, or any other liability that applicable law does not permit to be released by agreement.

4. INDEMNIFICATION

I agree to defend, indemnify, and hold harmless the Company and all other Releasees from and against any third-party claims, losses, damages, liabilities, deficiencies, judgments, settlements, awards, penalties, costs, and expenses, including reasonable attorneys' fees and costs of enforcing this indemnification provision, arising out of or resulting from my participation in the Activities or from a claim relating to my own acts, omissions, or negligence, to the fullest extent permitted by applicable law.

5. MEDICAL TREATMENT

If I am injured or require medical attention during the Activities, I authorize any licensed hospital, physician, or medical personnel to provide medical treatment deemed reasonably necessary. I understand and agree that I am solely responsible for all costs of medical treatment, transportation, and/or evacuation.

6. PERSONAL PROPERTY AND CREATED WORK

I understand that personal property brought into or used at the studio is my responsibility, and Torch Garage is not responsible for loss of or damage to personal property except to the extent such limitation is prohibited by applicable law.

I acknowledge and accept that any item I create may break, crack, deform, or otherwise fail during annealing, cooling, firing, handling, or other stages of the glassmaking process. Such breakage or failure is an inherent risk of glassmaking. I agree that Torch Garage shall not be liable for repairing, recreating, replacing, or reimbursing me for such an item, except to the extent liability cannot lawfully be disclaimed.

7. HEALTH, PHYSICAL LIMITATIONS, AND DISCLOSURE

If I have any medical condition, physical limitation, or other circumstance that may increase an inherent risk or make it more difficult for me to safely engage in the Activities, I agree to notify Torch Garage at info@thetorchgarage.com or my instructor before participating. I understand that Torch Garage and its instructors may decline, modify, suspend, or stop participation or instruction when they determine that a participant cannot safely comply with this Agreement or applicable safety procedures.

8. MINORS

I certify that any minor I register for the Activities is at least 16 years of age. If I am registering a minor, I represent that I have explained the terms of this Agreement to the minor, including the inherent risks, and that I believe the minor has sufficient judgment, maturity, and physical ability to participate safely in the Activities. I agree to all applicable terms of this Agreement on behalf of the minor to the fullest extent permitted by law.

9. REPRESENTATIONS AND TERMINATION

I certify that all information I provide in connection with this Agreement is true, complete, and accurate to the best of my knowledge. I understand that willful misrepresentation, omission, or concealment of relevant facts, including a participant's age, may result in immediate termination of scheduled Activities. Torch Garage and its instructors reserve the right to decline or stop participation or instruction at any time when a participant violates this Agreement, safety procedures, or reasonable studio rules.

10. SCOPE, DURATION, AND ENTIRE AGREEMENT

This Agreement is intended to apply to all sessions of instruction and all Activities in which I participate at or through Torch Garage, unless Torch Garage requires a separate written agreement for a particular Activity. This Agreement constitutes the entire agreement between the Company and me concerning the subject matter hereof and supersedes prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, concerning that subject matter.

11. GOVERNING LAW; VENUE

This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and any other state in which the Activities may occur. 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 Illinois, without giving effect to conflict-of-law rules, to the extent permitted by applicable law. Any claim or cause of action arising under this Agreement shall be brought only in the state or federal courts located in DuPage County, Illinois, to the extent permitted by applicable law, and I consent to the jurisdiction of those courts.

12. SEVERABILITY; BINDING EFFECT

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be enforced to the maximum extent permitted by law. This Agreement is binding upon me and my heirs, personal representatives, successors, and assigns and shall inure to the benefit of the Company and the other Releasees and their respective successors and assigns.

ACKNOWLEDGMENT AND SIGNATURE

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS RELEASED BY THIS AGREEMENT, AND AGREE TO BE BOUND BY IT.

Participant Name (print): _____

Participant Signature: _____

If participant is under 18: Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____

Date: _____