

## Assumption of Risks and Intentional Waiver of Negligence Based Claims

My signature is intended to demonstrate my informed consent to participation in The Hartford Artisans Weaving Center, Inc., [HAWC] programs. My signature has been placed with full knowledge of the following facts and circumstances:

(1) *HAWC* is a nonprofit corporation which depends for its operational existence upon donations, grants, and volunteers. The *HAWC* premises, have been donated and/or have been available at well below fair market rental rates;

(2) *HAWC* does not hold itself out as able to provide or deliver any medical services. *HAWC*'s personnel, are not trained or equipped, to provide medical services.

(3) I have had opportunity to inspect and evaluate those physical risks [or have employed satisfactory assistance to provide me the satisfactory equivalent of an inspection and evaluation] I may confront in traveling to, and physically participating in, the activities regularly associated with being an Artisan or Volunteer within *HAWC* on the subject premises;

(4) In consideration of all that is set forth and reasonably intended, in Paragraphs (1) through (3), I am making the following representations and promises to induce *HAWC*'s acceptance of my participation:

(a) I am willing to, and do hereby **waive, all risks to my person and well-being** arising from or pertaining to:

(1) Slip and fall injuries **occasioned by uninsured<sup>1</sup> negligent misconduct** pertaining to or arising out of the physical condition of the premises rented by *HAWC*;

---

<sup>1</sup> "Uninsured", in this context and wherever else employed in this document, includes, without limitation, those sums *HAWC* would be required to pay for "co-insurance" or "deductible" or in excess of available policy limits.

(2) the **customary and regular activities, and use of equipment** that is associated with being an Artisan or Volunteer member of *HAWC*;

(3) **Medical need(s) requiring address** while I am on the premises and/or within the company of *HAWC* personnel, and/or participating in, and/or traveling to or from *HAWC* activities.

(4) Exposure to **coronavirus** resulting in symptoms of **Covid19**.

(b) I will hold **harmless, defend and indemnify** *HAWC* from uninsured costs, expenses, reasonable attorney fees, awards, damages that may be occasioned or incurred as arising out of, or pertaining to any demand, claim, litigation, or arbitration which has the effect of serving to violate or, in any way, counter the foregoing waivers;

(c) To the extent not otherwise provided for in sub-paragraphs (a) and (b) hereof, this paragraph expressly authorizes *HAWC* to use, as a dollar for dollar credit or offset, an amount equal to all sums expended and/or costs, fees, expenses incurred, (including reasonable attorney fees), to satisfy or reduce any damage awards, settlements, verdicts, I may have recovered which violate or run counter to the foregoing waivers and hold harmless clauses;

In Witness Whereof, I have hereunto set my hand in agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Participant