

Assumption of Risk and Waiver

This Assumption of Risk and Waiver (the "Agreement") is entered into by the undersigned (the "Participant") for the benefit of South County Art Association ("SCAA") in exchange for SCAA allowing the Participant to participate in classes and activities at SCAA located at 2587 Kingstown Road, Kingston, RI 02881 (the "Property").

Assumption of the Risk

SCAA and its directors, officers, employees, and agents make no representation and no guarantee respecting Participant's safety and well-being at any time while participating in any classes and/or activities at SCAA and/or while using and/or accessing the Property. Participant understands that Participant's presence at the Property and/or participation in classes and/or activities offered by SCAA may involve known and unanticipated risks that could result in physical harm to the Participant. Participant assumes all risk associated with Participant participating in classes and/or activities offered by SCAA including but not limited to risk associated with (i) use of and access to the Property whether inside or outside of any building, (ii) use of equipment at the Property and/or provided by SCAA wherever located, and (iii) airborne chemicals and particles at the Property. SCAA cannot and does not ensure Participant's safety on the Property and/or while participating in classes and/or activities offered by SCAA wherever located.

Indemnification

Participant agrees to indemnify SCAA and its directors, officers, employees, and agents from any and all claims and/or damages including reasonable attorneys' fees arising from any acts or omissions of Participant even if caused in whole or in part by the negligence of SCAA or its directors, officers, employees, and/or agents.

Release

Participant hereby releases and discharges SCAA and its directors, officers, employees, and agents, jointly and severally, from any and all claims, liabilities, damages, costs, and/or expenses to which Participant and his/her heirs, administrators, successors, representatives, executors, or assigns have, may have, or claim to have resulting in any way from Participant's use of and access to the Property and/or participation in any classes and/or activities offered by SCAA, including but not limited to any of those associated with injury, death, damage to property, or other damages of any kind or nature, regardless of cause even if caused in whole or in part by the negligence of SCAA or its directors, officers, employees and/or agents.

Governing Law/Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island. In any litigation connected with this Agreement, the parties consent to and confer exclusive jurisdiction on the courts of the State of Rhode Island and on the United States District Court for the District of Rhode Island, and hereby expressly waive any objections to venue in any such courts.

Attorneys' Fees

In the event that SCAA engages legal counsel to enforce its rights under this Agreement including but not limited to defending a claim by Participant, regardless of whether such action results in litigation, SCAA shall be entitled to collect and recover reasonable attorneys' fees and costs from Participant, which in the event of litigation shall include fees and costs incurred at trial and on appeal.

Miscellaneous

This Agreement supersedes all prior negotiations and agreements, whether written or oral, between the parties, and sets forth the entire understanding and agreement of the parties with respect to the subject matter contained in this Agreement. This Agreement shall not be construed against any drafting party. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature and transmission. No modification or amendment of this Agreement, whether in whole or in part, shall be effective unless made in writing and signed by Participant and SCAA.

Acknowledgment

Participant hereby acknowledges that he/she has read, understands, and agrees to the terms of this Agreement.