

## **WAIVER, RELEASE AND ASSUMPTION OF RISK** (MUST BE COMPLETED BY NON-MEMBERS\* ONLY)

I, a participant as contemplated herein, execute this Release and Waiver of Liability (the “**Release**”) in favor of Glass Fusion Collective, its affiliates, officers, directors, employees, agents, representatives, members, volunteers, instructors, students and their respective successors, assigns, heirs, executors, and administrators (collectively, “**GFC**”).

I desire to use, without limitation, GFC’s premises, facilities, equipment, supplies and participate in or attend, without limitation, its classes, programs, workshops, functions, and events (collectively, the “**Events**”). I understand that said Events may include but are not limited to lifting items, operating machinery and equipment, repairing, restoring and rehabilitating buildings, performing clean-up activities, and engaging in other physical labor related activities (collectively, the “**Activities**”).

By signing this Release, I give up my right to recover from GFC in a lawsuit for any personal injury, illness, death, or any property damage that may result from the risks that are a natural part of the Activities. I have the right to refuse to sign this Release, and GFC has the right to refuse to let me participate in the Events and Activities if this Release is not signed.

In consideration of and in order to be allowed to participate in the Events and Activities, I hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Release and Waiver.** I acknowledge and understand that participation in the Events and Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death (“**Risks**”). These Risks include, but are not limited to, exposure to and/or infection with viruses and/or bacterial infection even in ideal conditions, and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that, due to the nature of the Events and Activities, my participation in the Events and Activities may result in an elevated risk of contracting diseases that may be spread through the air, close contact or direct contact with others, including bacteria and viruses.

I hereby forever release, waive, discharge, defend, holds harmless, and indemnify GFC from any and all liability, claims, causes of action, actions, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my participation in the Events and Activities, including but not limited to Risks, whether caused wholly or in part by the negligence, fault or other misconduct of GFC or other participants.

2. **Assumption of the Risk.** I understand and agree that I knowingly assume the Risks associated with the Events and Activities. I acknowledge that all GFC’s premises, facilities, supplies and equipment are presented on an “as-is” basis and I will use them without reliance upon any representation as to their fitness for my intended use or any other particular purpose. I hereby state and acknowledge that I have read the previous paragraphs and further agree and acknowledge that I: (1) understand the nature of and the dangers and Risks associated with the Events and Activities; (2) understand the demands and dangers of the Events and Activities; and (3) assume all of the Risks associated with such Events and Activities, even those caused by the negligent acts or conduct of GFC or others.

3. **Insurance.** I also understand that GFC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage. I understand that I remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me. I agree that GFC does not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand that my personal health insurance is my primary coverage

4. **Medical Conditions and Treatment.** I represent and warrant that I am in sufficient good health to participate in the Events and Activities and I do not have any pre-existing physical or medical condition that might be impacted or worsened by participating in the Events and Activities. I understand and voluntarily assume the risk associated with unknown medical and physical conditions. I hereby forever release, waive, discharge, defend, hold harmless, and indemnify GFC from any claim(s) whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during my participation in the Events and Activities.

5. **Photographic/Recording Release.** I grant GFC the right to take photographs, videos, or audio recordings of me in connection with the Events and Activities. I grant and convey to GFC all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of GFC during the Events and Activities, including, but not limited to, the right to use such materials for any

purpose and to any royalties, proceeds, or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation, and hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings.

6. **Miscellaneous.** It is my express intent that this Release shall bind my heirs, assigns, next of kin or legal representatives. This Release and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Hawaii. I also agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall be construed to enforce their meaning to the maximum extent possible and shall remain in full force and effect. This Release may be electronically signed, and any electronic signatures appearing on or referencing the intent to be bound by this Release or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
7. **Parent or Guardian's Authority.** If the participant is a minor child and not an adult of legal age, this Release is made on behalf of that minor child and all the releases, waivers and promises herein are binding on that minor child. The undersigned represents that s/he have full authority as Parent or Legal Guardian of that minor child, to bind the minor child to this Release and that his/her agreement alone is sufficient.

**I have read and fully understand the above waiver, release and assumption of risk and fully understand that I have given up substantial rights by signing this waiver, release and assumption of risk and sign it voluntarily.**

Print name of attendee\*: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*At this time we are not allowing anyone under 18 years old to participate in studio activities.**

**Your Contact Information (REQUIRED). PLEASE PRINT LEGIBLY.**

Your address: \_\_\_\_\_

City, Zip Code: \_\_\_\_\_

**Who to Contact in an Emergency (REQUIRED). PLEASE PRINT LEGIBLY.**

Name: \_\_\_\_\_

Telephone(s): \_\_\_\_\_

## SELF-CERTIFICATION OF COVID-19 VACCINATION STATUS

Glass Fusion Collective (GFC) is committed to promoting the health and safety of its staff, board, members, and students by complying with all applicable state and county health and safety orders and advisories concerning the COVID-19 or novel coronavirus pandemic. Accordingly, except as otherwise provided in this self-certification, GFC requires that all users<sup>1</sup> of GFC's facilities certify their COVID-19 vaccination<sup>2</sup> status as a condition of such use.

Please select a true and correct statement about your COVID-19 vaccination status below. If you select that you decline to answer or you fail to complete this self-certification, GFC will assume that you are unvaccinated. Likewise, if you are not fully vaccinated against COVID-19, GFC will consider you as unvaccinated. Use of GFC's facilities by unvaccinated persons will be subject to reasonable alternate accommodations. You may resubmit this self-certification if you are presently unvaccinated but later become fully vaccinated against COVID-19.

For purposes of this certification, you are considered "fully vaccinated" fourteen days after receiving the second dose of a two-dose COVID-19 vaccine (e.g., Pfizer or Moderna) or two weeks after receiving a single dose of a one-dose vaccine (e.g., Johnson & Johnson).

### **Please check the statement below that accurately describes your vaccination status:**

I am fully vaccinated against COVID-19 (14 days have passed since my second dose of a two-dose vaccine or since my single dose of a one-dose vaccine)

I am partially vaccinated against COVID-19(14 days have NOT passed since my second dose of a two-dose vaccine or since my single dose of a one-dose vaccine; OR I have not received my second dose of a two-dose vaccine) \*

I am NOT vaccinated against COVID-19. \*

I decline to answer. \*

\*If you select one of these three statements, you will be considered unvaccinated.

I affirm that I have truly and correctly selected the statement above that accurately reflects my COVID-19 vaccination status. If I have certified that I am fully vaccinated against COVID-19, I will provide documentation of my vaccination status (e.g., a copy of my vaccine card or other similar official medical document confirming vaccination status) to an authorized representative of GFC for review upon request. If I fail to provide such documentation, I understand that I may be considered unvaccinated for the purposes of this self-certification.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

<sup>1</sup> For the purposes of this self-certification, "use" means accessing any part of GFC's facilities for any purpose contemplated by GFC.

<sup>2</sup> A COVID-19 vaccine is any vaccine authorized for emergency use by the government of the United States.