THE WORKBENCH RVA

WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS, AND ASSUMPTION OF RISK

In consideration of, and in exchange for, permission to participate in the woodworking and design workshops and classes (the "Workshops") offered and provided by The Workbench LLC, a Virginia limited liability company doing business the "The WorkBench RVA" (the "Company", "Us", "We" or "They") and to be granted access to the Company's public work shop space (including tools, machinery, and equipment) located at 3310 Rosedale Avenue, Richmond, Virginia 23230 (the "Shop") hereby acknowledge and agree to the following:

1. I understand and acknowledge that the Shop is a woodworking shop and may involve the use of: nail guns, drills, hammers, nails, saws, and various other tools, machinery, equipment, and materials customarily used in woodworking activities ("Activities").

2. I understand and acknowledge that I must strictly comply at all times with all membership requirements, rules, regulations, policies, and procedures of the Company, as they may change from time to time in the Company's sole discretion, to have access to the Shop and engage in the Activities. I acknowledge and agree to promptly reimburse the Company for its costs of repair or replacement for any damage, theft, or loss of, any tools, machinery, or equipment of the Company for which I am responsible and that my membership privileges at the Shop will be subject to suspension or termination in the sole discretion of the Company.

3. I understand and acknowledge that Activities involve a risk of bodily harm or injury to myself and/or to others, including even the risk of severe bodily injury, harm to my mental or physical health, paralysis and/or death, as well as a risk of damage, loss or total destruction of my property or the property of others (collectively, the "Risks"). I also understand that these Risks are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and also participating in the Activities at the Shop. I am knowingly and voluntarily accept and assume these Risks, and I am nonetheless requesting to have access to the Shop and participate in the Activities, as my free act and deed.

4. I understand and acknowledge that, as a condition to my participation in the Activities and being granted access to the Shop, I must accept, and do hereby expressly accept, all Risks, foreseeable and unforeseeable, associated with having access to the Shop and engaging the Activities as my personal responsibility. I further hereby offer my foregoing acceptance as a representation and warranty upon which the Company may rely in accepting me as a member of the Company or otherwise granting me access to the Shop and the Activities.

5. I understand that rules, terms and conditions and safety guidelines for participating in the Shop, and engaging in the Activities, are in place for my safety and for the safety of others; therefore, I agree, and represent, that I will comply with all rules, terms and conditions and safety guidelines for accessing the Shop and engaging in the Activities.

6. As consideration of, and in exchange for, permission to participate in the Activities and have access to the Shop, I, on behalf of myself, my spouse, my descendants, heirs and other representatives, hereby promise not to sue or file any other claim, and forever release from all liability, against or otherwise involving the Company or any of its past, present, or future owners, managers, officers, employees, agents, heirs, successors or other representatives

of any of the foregoing (hereinafter "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or physical, psychological, or economic injury, which may include paralysis and death, that may be sustained by me, or to any property belonging to me, due to my participation in the Activities or presence at the Shop, regardless of whether any such loss is caused by the active or passive negligence of the Releasees, other participants at the Shop, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, whether caused by or arising from the negligence of Releasees or otherwise, to the fullest extent allowed by law.

7. I agree to indemnify and hold harmless the Releasees from any loss, liability, damage or cost incurred as a result of my presence at the Shop or participation in the Activities and that such obligation extends to my acts and omissions that result in or contribute to any harm caused to other Shop participants and/or property owned by the Releasees and/or to other Shop participants.

8. I acknowledge and understand that neither the Company nor any of the other Releasees will cover the costs of any medical expenses I incur that are directly or indirectly caused by my choice to visit and utilize the Shop facilities and/or engage in the Activities. In addition, I certify, represent and warrant that I have no medical condition that would cause my performance of any Activities to be hazardous to my health. In the event that I am in need of medical assistance due to my performance of any Activities, I hereby authorize any of the Releasees to call for emergency medical assistance and to provide or cause to be provided minor medical treatment to me as may be necessary or appropriate under the circumstances to mitigate any harm to me.

9. I hereby further agree that this Waiver of Liability, Indemnity, Hold Harmless, and Assumption of Risk Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and that any mediation, suit, or other proceeding must be filed or entered into only in the City of Richmond, Virginia. I understand that this document is written to be as broad and inclusive as legally permitted by the Commonwealth of Virginia. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

10. By accessing the Shop and participating in the Activities, I hereby grant the Company on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with my use of the Shop or participation in the Activities and to use such photos and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photos and/or recordings and acknowledge and agree that the rights granted to this release are without compensation of any kind.

I acknowledge and represent that I have read the foregoing Wavier of Liability, Indemnity, Hold Harmless, and Assumption of Risk Agreement, understand it and sign it voluntarily as my own free act and deed. I understand the legal consequences of signing this document, including (a) releasing the Releasees from all liability, (b) promising not to sue the Releasees, (c) assuming all Risks of accessing the Shop and participating in the Activities and (d) assuming personal responsibility for all physical and economic consequences incurred by me in connection therewith. I acknowledge and represent that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

I am at least eighteen (18) years of age (or if the undersigned customer is a minor, an adult parent or guardian must sign on his or her behalf) and fully competent, and I execute this Agreement for full, adequate and complete consideration fully intending to be legally bound by the same.

_____ _____
Signature Date

_____ _____
Name (Please Print) Date of Birth

_____ _____
Parent or Guardian Signature Date
(if Participant is under 18 years of age)

_____
Mailing Address

_____ _____
Phone Email

Emergency Contact

Name	Relation	Phone Number