

Waiver and Release of Liability

This Waiver and Release of Liability (the "Release") executed on the date written below by the undersigned participant in favor of: TFG Heartwood, Inc. ("HW"), a Massachusetts nonprofit corporation, the Timber Framers Guild, Inc. ("TFG"), an Arizona nonprofit corporation, and each of their officers, directors, affiliates, assigns, volunteers, employees, and agents; Will and Michele Beemer; and any owners or residents of properties where HW or TFG remote classes, tours or visits may take place (collectively, the "Releasees").

Participant desires to engage in educational activities including but not limited to timber framing (the "Activities") with the Heartwood School or TFG at its various sites. Participant understands that the Activities are inherently dangerous and include, but are not limited to, crafting and erecting heavy structures, working with tools, and being in environments where accidents may occur. Participants include, but are not limited to, those who are present at and/or registered for a class, course, or program as well as the volunteers, contractors, and others who may be involved in Activities supported by HW and/or the TFG. In consideration for being permitted to participate in the Activities, Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver

Participant does hereby and forever release, waive, discharge, and indemnify the Releasees from left off here any and all claims, liability, causes of action, injuries, losses, demands, contracts, debts, damages, or costs of any kind or nature, whether known or unknown, in law or equity, including attorneys' fees, that arise from, are caused by, or are related in any way to the Activities. In addition, Participant does hereby agree to indemnify save and hold the Releasees harmless from any loss, liability, damage, or cost which they may incur as a direct or indirect result of his/her/their participation in the Activities, including but not limited to medical, health, or disability insurance in the event of injury (including death) or illness.

Participant acknowledges, fully understands, and agrees that he/she/they is providing the Releasees with a release, waiver, and covenant not to sue regardless of the actual, potential, or alleged cause of any injury, harm or damage to me and whether or not the injury, harm, or damage was caused, potentially caused, or alleged to be caused by: (i) her/his/their own actions or inactions; (ii) the actions, inactions, or negligence of any kind whatsoever of the Releasees; and (iii) the actions, inactions, or negligence of any kind whatsoever of any third party.

Participant further agrees that he/she/they shall never bring, commence, prosecute, or participate in any action, suit, or other proceedings against the Releasees arising out of, concerning, or related to, his/her/their participation in the Activities, or the actions, omissions, or negligence of the Releasees.

Participant agrees that the Releasees are not responsible for any lost, stolen, or damaged valuables or property.

Medical Treatment

Participant does hereby release and forever discharge the Releasees from any claim whatsoever which arises or on account of any first aid, treatment or service rendered in connection with Participant's participation in the Activities.

Assumption of Risk

Participant understands and acknowledges that there are risks inherent in participating in the Activities including, but not limited to: the age, nature, stability and safety of the timber framing; other necessary

activities to support or complete the timber framing; falling; tripping; the terrain; encounters with insects or other animals; Participant's own sense of balance, physical coordination, and ability to follow instructions; and other acts, incidents, or conditions, whether known or unknown to the Releasees.

Representation

Participant is physically capable of participation in the Activities and solely responsible for his/her/their health and safety and Participant will observe all applicable laws, rules, regulations, and HW and TFG policies. Participant knowingly agrees to conduct himself/herself/themselves in a safe and prudent manner and to assume all risks and liability associated with participation in the Activities, both known and unknown, including injury, illness, claims, or other damages.

Code of Conduct

Participant agrees to abide by the Heartwood code of conduct for the duration of the workshop and understands that Heartwood retains sole control of the workshop, its conduct, the workshop site, the meal times, the on-site before and after hours, and the camping or billeting sites when provided to the Participant for their benefit. The Participant accepts that the Executive Director, in their sole discretion, may end the Participant's participation in the workshop for any reason or no reason without appeal.

Effectiveness

Participant's participation in the Activities may be on a repeat or on-going basis, and if so, Participant understands that this Release will continue to be in effect each time Participant participates in the Activities.

Participant waives any right to approve the finished product and acknowledges that he/she/they are not entitled to any compensation for creation or use of the finished product.

Media Release

Participant further consents to the unrestricted use in any form of any photographs, interviews, film, videotapes, other visual or auditory recordings, in any medium (including the Internet), of Participant that HW, TFG, or others may create in connection with Participant's participation in the Activities.

☐ Opt out _____ [Please check and initial if you do not want to be in any HW/TFG media.]

I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document as my own free act.

"Participant"

Signature: _____ Date: _____

Printed Name ("Participant"): _____

Address1: _____

Address2: _____

City: _____ State: _____ Zip code: _____

Class(es): _____