

## Terms and Conditions

### Youth Plein Air Workshops

#### Refunds & Cancellations:

NC Plein Air Art Festival will refund you the full amount of the class if you cancel prior to 7 days of the class start. If your artist misses a class due to illness or an unexpected event we will offer another day to come for make-up class.

#### General Policies:

- We have a variety of classes offered for artist ages K-17. Please make sure your artist is the appropriate age for the registered class.
- Artists must be potty trained for all "drop-off" classes.
- Please notify us of any changes in the authorized adults dropping off &/or picking up your artist.
- Please have your artist dress for mess when attending any of our classes. We supply smocks for all students, but art can be messy :)

#### Waiver & Release:

I hereby authorize/consent myself, my child(ren) and/or my child(ren)'s caregiver to participate in North Carolina Plein Air Art Festival activities including but not limited to: participating in the creation of art, including art classes, pottery, and the consumption food (the "**Activity**") at Plein Air New Bern Inc. a 509(a)2 and 501(c)3 dba North Carolina Plein Air Art Festival (the "**Company**"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I understand that there are certain risks of participating in the Activity that **may** result in damages and injuries in the participation of my child during these activities and I hereby accept these risks on behalf of my child.

I hereby certify that my child is fully capable of participating in the Activity; and,

**For myself, and my minor child, and my estate, heirs, administrators, executors and assigns, I hereby expressly waive, release, and discharge from and against any and all liability, responsibility and any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, or accident sustained by my child which was not the result of the Company's negligence, including but not limited to, any injury or accident resulting from a food allergy, health issue, disability, or other matter unique to my child unless such food allergy, health issue, disability, or other matter was disclosed to the Company.**

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

**I acknowledge and represent that I have read and understand the terms of this Release; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; that I am at least eighteen (18) years of age and fully competent.**

**I am the parent or legal guardian of the minor named in this registration form. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk on behalf of the minor named in this registration form.**