



# WAIVER, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

## Splatter Zone Rules

*No running, pushing, shoving, hitting or throwing containers at other participants.*

1. All paint activities must take place inside Splatter Zone's play area.
2. A responsible adult must be in attendance and have children in sight for the entire duration.
3. No food or drink in Splatter Zone's play area.
4. No fighting or excessive rough housing.
5. No spitting.
6. No standing on furniture.
7. No pulling on or playing behind wall coverings or floor tiles.
8. No outside paint supplies.
9. No inappropriate art, words, or symbols should be painted on materials not leaving with you.
10. No dumping leftover paint. Leave in a caddy, bucket, or on a table.
11. Adults are expected to enforce these rules.

*I understand that violation of any of the safety rules is grounds for immediate expulsion without any refund.*

**This waiver must be signed for children onsite by a parent or legal guardian unless other arrangements are made. Relatives and babysitters cannot sign for children not their own. This agreement is good for one (1) year from the date signed.**

### Adult/Parent/Guardian

Name:

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Email:

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Phone:

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### Children (ages 3+)

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*By signing this agreement I acknowledge that I have read the agreement on the back of this page, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives in the event of my death or incapacity.*

**Adult/Parent/Guardian Signature:**

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**Date:**

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## **WAIVER, RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

**Please read this agreement carefully before signing!**

I intend to use ((and, if applicable, to allow the minor child(ren) identified below, to use)) the Splatter Zone facilities and equipment located at 423 E. 4<sup>th</sup> Street, Huntingburg, Indiana, 47542, owned and operated by Tammylane LLC d/b/a Dubois County Art Factory ("Dubois County Art Factory"). In consideration for being allowed to use said facilities and equipment, and any other services provided by Dubois County Art Factory, I represent, acknowledge and agree as follows:

**Release, Waiver and Assumption of Risk:** I fully understand that: (a) Splatter Zone is not recommended for persons suffering from egg allergies or other allergies; (b) risks and dangers exist in my use of Splatter Zone activities; (c) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, electric shock, concussion, brain injury, death, or other injuries that could cause serious disability; (d) the above list is not inclusive of all possible inherent risks associated with the use of Splatter Zone services, equipment, and facilities; (e) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Dubois County Art Factory; the negligence of the participants; the negligence of others; and by accidents, breaches of contract, forces of nature or other foreseeable or unforeseeable causes; and (f) Dubois County Art Factory has not undertaken to determine whether I have any medical condition that can cause me to be unfit to participate, and I acknowledge that it has no duty to do so. By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees, contractors, and affiliates, of Dubois County Art Factory, or by any other person (collectively the "Released Parties").

In return for my being allowed to use ((and, if applicable, to allow the minor child(ren) identified below, to use)) the Splatter Zone facilities and equipment, I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Released Parties from all claims that may be made by me, my family, and/or the estate, heirs, or assigns of any of the foregoing for property damage, personal injury, wrongful death, or loss of services or otherwise, arising as a result of my use ((and, if applicable, use by the minor child(ren) identified below)) of Splatter Zone facilities and equipment including without limitation claims caused by the negligence of any of the Released Parties, wherever, whenever, or however the damage, injury, or death may occur. I specifically understand that I am releasing, discharging and waiving any claims or actions that I ((and, if applicable, the minor child(ren) identified below)) may have presently or in the future for negligent acts or other conduct by the Released Parties.

I understand and agree that the Released Parties are not responsible for any injury or property damage arising out of or in any way related to my use ((and, if applicable, the use by the minor child(ren) identified below)) of Splatter Zone facilities and equipment, even if caused by their negligence. I further agree to indemnify the Released Parties for any claims made by, or on behalf of, me ((and, if applicable, the minor child(ren) identified below)) for any claim of property damage, personal injury, or wrongful death arising as a result of use of Splatter Zone facilities and equipment. Such indemnity extends to the costs of defending or settling a claim made against a Released Party (including without limitation reasonable attorney's fees).

If the participant is less than 18 years old, the undersigned parent or guardian hereby gives permission for the Released Parties to authorize emergency medical treatment as may be deemed necessary for the child(ren) named below while participating in Splatter Zone from this date on. I affirm that I am the parent or legal guardian of the minor participant and agree and consent to this Agreement on behalf of said minor participant.

**Photographic Release:** I understand that as a public facility, pictures and/or video may be taken by Dubois County Art Factory staff or others, and I grant them the right to publish, and re-publish video, photographic portraits or pictures of me or my child(ren) in which I (we/they) may be included, in whole or in part. To deny photographic release, I acknowledge that I must ask that this section be crossed out leaving the remainder of this agreement in full force.

**Other:** I understand that this Agreement is intended to be as broad and inclusive as permitted by Indiana law, and that this Agreement shall be governed by and interpreted in accordance with Indiana law. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

**Acknowledgement:** I am of legal age and have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducement apart from the foregoing written Agreement have been made. I understand that by signing this Agreement, I am giving up legal rights and remedies. This Agreement shall be binding on me, ((and, if applicable, the minor child(ren) identified below)) and on our heirs, successors, and assigns.

