



PLEASE READ THE FOLLOWING DISCLAIMER  
CAREFULLY:

### **Terms and Conditions**

Coffee Crafting & Community strive to provide a place of purpose where we have planned activities to enrich the brain in an environment that promotes positive social connections, pathways to friendships, and a place to belong. Coffee Crafting & Community staff and contractors and Program Director, Melissa Barber, cannot protect your children, the participant, or yourselves from unexpected illness or circumstances due to your health status. We also do not own, maintain, or guard the premises on which activities take place. We cannot safeguard your person or property before, during or after the social skills group session. We hope that you will allow your loved one to participate mindful of his/her health, person, and surroundings. We ask you to acknowledge the following statements for yourself and your loved one by signing your name or witnessing the signing at the end of this form.

1. A certain level of fitness may be required for participation in class or performance. The social skills group participant certifies that each participant is in good health and has no known medical condition that could endanger their own wellbeing of others during the group session. Each certifies that the participant and you have consulted with a physician and determined that participation does not jeopardize his/her health.

2. The premises at which the activities take place are not owned, inspected, maintained, or controlled by Coffee Crafting & Community, its staff, Melissa Barber, Program Director or any future Program Director.

I, the client, take responsibility for the participant and hereby waive and discharge Coffee Crafting & Community, Melissa Barber, respective employees, contractors and volunteers and other related entities from any and all liability for any and all loss or damage and any claim for loss or damages arising from the participation or attendance at this premise, to property or per person, even injury or loss or claim which arises out of the condition of the premises, whether such condition is known or unknown. Each participant inspected the location and is satisfied with the premises' condition.

3. The client hereby releases, waives and discharges Coffee Crafting & Community, Melissa Barber, respective employees, contractors, volunteers and other related entities, from any and all liability for and all loss or damage to property or to persons participating in the event and any claim which could not have been anticipated at the time of any and all future Coffee Crafting & Community Social Skills group Session or events attended.

### **Injury Liability**

I, the client, certify that parents, caregivers, legal guardians of minor participants and adult participants waive the right to any legal action against Coffee Crafting & Community, staff or Melissa Barber, for any injury sustained at the group session resulting from normal activity or any other activity conducted by the students before, during or after the social skills group session.

In consideration of participating with Coffee Crafting & Community, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue Coffee Crafting & Community, its administrators, directors, agents, officers, volunteers, and employees, other participants, and sponsors, contractors, and if applicable, owner and lessors of premises on which the activity takes place, (each considered one of the “releasees” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save and hold harmless each of the releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the LIABILITY WAIVER and I understand that I have given up substantial rights by signing it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

### **Consent**

AND I, the client and guardian of all group participant, understand the nature of the above referenced activities and believe the participants to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the participant's account caused or alleged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the client and participants under my supervision, makes a claim against any of the above releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any releasee may incur as the result of any such claim.

By this waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Coffee Crafting & Community activities and events organized by Coffee Crafting & Community.

I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this agreement freely, voluntarily, under no duress. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver on behalf of or am the participant.

☐ By checking this box, I agree to the above agreement.

### **Photo Consent**

☐ By checking this box, I grant Coffee Crafting & Community and its representatives the right to take photographs and video of me, my child, and/or participants at the event in connection with the Coffee Crafting & Community website and promotional material. I authorize Coffee Crafting & Community, its assigns, and transferees to copyright, use and publish the same in print and/or electronically. I agree that Coffee Crafting & Community may use such photographs of me, my

child and/or the participant with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, website, and social media content.

**I have read and agree to the following statement:**\_\_\_\_\_

Service Policy \*

We reserve the right to refuse service to anyone.

**I have read and agree to the following statement:**\_\_\_\_\_

Medical Emergency\*

The undersigned gives permission to Coffee Crafting & Community, it’s Program Director and staff, and facility operators to seek medical treatment for the participant in the event that the parent or guardian cannot be reached, I hereby declare any physical/mental problems, restrictions or conditions and/or declare the participant to be in good physical and mental health.

Parent/Guardian/Caregiver

Name\_\_\_\_\_

Participant’s  
Name\_\_\_\_\_

Date\_\_\_\_\_