

**Southern California Painting for the Environment (SCAPE)
Truman Hosner Workshop
Dates: March 23, 24 and 25, 2020**

Marcia Burt Gallery

517 Laguna Street, Santa Barbara CA 93101

**SOUTHERN CALIFORNIA PAINTERS FOR THE ENVIRONMENT (“SCAPE”) EVENT
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND CONSENT TO
ARBITRATION AGREEMENTS**

SCAPE EVENT (Activity): Truman Hosner Workshop, March 23, 24, 25, 2020

In consideration of the risks that may be involved in attending and/or participating in this SCAPE Event (“Activity”), I hereby, for myself, heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability, Assumption of Risks, and Consent to Arbitration Agreement.

Waiver and Release of Liability: I waive any and all rights, claims or causes of action of any kind whatsoever, arising out of my participation in the Activity, and do hereby release and forever discharge SCAPE, whose address is PO Box 30932, Santa Barbara, California 93013, their affiliates, directors, officers, managers, members, volunteers, Activity demonstrators/instructors, together with all parties with an ownership interest in the site and/or improvements related to this Activity, and their agents, attorneys, staff, heirs, representatives, predecessors and assigns for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a result of my attendance and/or participation in the Activity, including traveling to and from an event related to this activity.

Assumption of Risks: Attendance and/or participation in the Activity, may carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries or loss. I understand that Activity locations are often selected for their unique natural rugged and/ or wilderness character and often include conditions which require each participant individually to assess and manage all such hazards as they may exist during the Activity. I know, understand and appreciate the risks inherent in attendance and/or participation, and I hereby assert that my doing so is voluntary and I knowingly assume all such risks.

Consent to Binding Arbitration: I hereby agree that any disputes or claims of any nature relating to this waiver of liability and acceptance of individual responsibility for risk management on this Activity shall be resolved by binding arbitration under the rules of the American Arbitration Association.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this Waiver and Release of Liability, Assumption of Risk, and Consent to Binding Arbitration, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature for it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant’s Signature: _____

Date: _____

Participant’s Name (Print): _____

IF MINOR: Minor’s Age _____ **Parent’s Signature** _____

Date _____