

RELEASE OF LIABILITY for Minors Under 18
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of scratch block carving and metal casting organized by Massachusetts College of Art and Design (MassArt), the Massachusetts Board of Library Commissioners (MBLC), Watertown Free Public Library and Eutectic Arts, Inc. (Eutectic Arts) of 22 Orchard Street, Beverly, Massachusetts, 01915 (collectively referred to as the Entities hereafter), I agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow instructions or directions given by Eutectic Arts, the Entities, or the employees, representatives or agents of the Entities and Eutectic Arts.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Eutectic Arts and the Entities for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Eutectic Arts and the Entities, whether caused by the fault of myself, my family, Eutectic Arts, the Entities, or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend Eutectic Arts and the Entities against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Eutectic Arts and the Entities.
4. **FEES.** I agree to pay for all damages to the facilities of Eutectic Arts and the Entities caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT.** I, _____ of _____, consent to the participation of _____, _____, in the activity of scratch block carving and metal casting, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the above mentioned individuals.
6. **MEDICAL AUTHORIZATION.** In the event of an injury to the above minor during the above described activities, I give my permission to Eutectic Arts and the Entities, or to the employees, representatives or agents of Eutectic Arts and the Entities, to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on _____ and will remain in effect until _____

terminated in writing by the undersigned or when the above described activities are completed. Eutectic Arts and the Entities shall have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or hospital;

b. The power to authorize medical treatment or medical procedures in an emergency situation; and

c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law.

8. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

9. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon the status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. **EMERGENCY CONTACT.** In case of an emergency, please call: (Name)

_____ (Phone) _____

(Relationship) _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____

Witness: (sign) _____

(name) _____