

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

As consideration, and in exchange, for permission to participate in the woodworking and design workshop (the "Workshop") offered and provided by MB's Creative Brush ("Custom Crafts"), at 2010 South Maple Ashville, NY 14710 (the "Premises"), I hereby acknowledge and agree to the following:

1. I understand and acknowledge that the Workshop is a woodworking and design workshop and may involve the use of: nail guns, drills, hammers, nails, and various other tools and materials customarily used in woodworking activities ("Activities").

2. I understand and acknowledge that I may need to engage in the Activities in order to participate in the Workshop.

3. I understand and acknowledge that Activities involve a risk of bodily harm or injury to myself and/or to others. I also understand that these Risks are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and also participating in the Workshop/Activities. I am knowingly and voluntarily accepting these Risks, and I am nonetheless requesting to participate in the Workshop, and to engage in the Activities, as my free act and deed.

4. I understand and acknowledge that, as a condition to my participation in the Workshop, I must accept, and do hereby expressly accept, all Risks, foreseeable and unforeseeable, associated with participating in the Workshop and engaging the Activities as my personal responsibility. I further hereby offer my foregoing acceptance as a representation and warranty upon which MB's Creative Brush may rely in accepting me as a Workshop participant.

5. I understand that rules, terms and conditions and safety guidelines for participating in the Workshop, and engaging in the Activities, are in place for my safety and for the safety of others; therefore, I agree, and represent, that I will comply with all rules, terms and conditions and safety guidelines for participating in the Workshop, and engaging in the Activities.

6. As consideration of, and in exchange for, permission to participate in the Workshop, and to engage in the Activities, I, on behalf of myself, my spouse, my descendants, heirs and other representatives, hereby promise not to sue or file any other claim, and forever release from all liability, against or otherwise involving Mb's Creative Brush, MaryBeth Meredith or any of their respective agents, employees, heirs, successors or other representatives of any of the foregoing (hereinafter "Releases") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, physical, or economic injury. That may be sustained by me, or to any property belonging to me, due to my participation in the Workshop, engagement in any Activities and/or presence on the Premises, regardless of whether any such loss is caused by the active or passive negligence of the Releases, other participants of the Workshop, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, whether caused by or arising from the negligence of Releases or otherwise, to the fullest extent allowed by law.

7. The foregoing agreement to indemnify and hold the Releases harmless from any loss, liability, damage or cost incurred as a result of my participation in the Workshop or performance of any activities extends to my acts and omissions that result in or contribute to any harm caused to other Workshop participants, the Premises, and/or property owned by the Releases and/or to other Workshop participants.

8. I acknowledge and understand that neither MB's Creative Brush, MaryBeth Meredith nor any of the other Releases will cover the costs of any medical expenses I incur that are directly or indirectly caused by my choice to use to participate in the Workshop, engage in the Activities and to be present on the Premises. In addition, I certify, represent and warrant that I have no medical condition that would cause my participation in the Workshop or performance of any Activities to be hazardous to my health. In the event that I am in need of medical assistance due to my participation in the Workshop, performance of any Activities or presence on the Premises, I hereby authorize any of the Releases to call for emergency medical assistance and to provide or cause to be provided minor medical treatment to me as may be necessary or appropriate under the circumstances to mitigate any harm to me .

9. I hereby further agree that this Waiver of Liability and Assumption of Risk Agreement shall be construed in accordance with the laws of the State of New York and that any mediation, suit, or other proceeding must be filed or entered into only in Chautauqua County, New York. I understand that this document is written to be as broad and inclusive as legally permitted by the State of New York . Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

I acknowledge and represent that I have read the foregoing Wavier of Liability and Assumption of Risk Agreement, understand it and sign it voluntarily as my own free act and deed. I understand the legal consequences of signing this document, including (a) releasing the Releases from all liability, (b) promising not to sue the Releases, (c) assuming all Risks of participating in the Workshop and performing any Activities and (d) assuming personal responsibility for all physical and economic consequences incurred by me in connection therewith. I acknowledge and represent that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

I am at least eighteen (18) years of age and fully competent, and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

Signature

Date