

## **Disclaimers**

The educational material covered in this workshop is intended to be for informational purposes only. The York Builders Association ("YBA") and member companies take no responsibility for any information contained in this workshop, which is provided AS IS, including instruction and information. Testimonials and/or endorsements in this workshop do not constitute a guarantee, warranty, legal or financial advice, or prediction.

## Hold Harmless Agreement, Waiver, and Release ("Waiver")

In consideration of being permitted by the YBA to participate in a hosted workshop, I hereby waive, release, and discharge any and all claims for damages or personal injury, death, or property damage, which I may have, or which may hereafter accrue, as a result of my participation in said activity. This release is intended to discharge YBA, its officers, directors, members and managers, sponsors, and all other members of its staff, successors, and/or assigns, whether contracted or employed, from and against all liability arising out of or connected in any way with any participation in said activity.

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I understand that the activity that I am participating in may be of a hazardous nature and/or include physical and/or strenuous activity, that serious accidents occasionally occur during the said activity; and that participants in the said activity can occasionally sustain personal injuries as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby knowingly and voluntarily agree to assume any and all risks of injury, death, disability, and/or property damage arising from participation in such activity, whether caused by the ordinary negligence of the YBA or otherwise, and to release and hold harmless YBA, its officers, directors, members and managers, sponsors, and all other members of its staff, successors, and/or assigns, whether contracted or employed, who might otherwise be liable to me. I further understand and agree that this Waiver, release, and assumption of risks is to be binding on my heirs, successors, and assigns.

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## **Photography Waiver:**

By participating in YBA workshops or activities:

You are giving permission to use your likeness (for students over 18 years old) or art work in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the YBA and will not be returned.

You are irrevocably authorizing YBA to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, you waive any right to inspect or approve the finished product wherein my likeness or art work appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of the photo.

You hold harmless, release, and forever discharge YBA from all claims, demands, and causes of action which you, your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization.

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YBA reserves the right to exclude anyone from participating in YBA events should they choose not to accept the terms of this Waiver.