

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND ARBITRATION  
AGREEMENT (TEXAS)**

**READ CAREFULLY. THIS AFFECTS YOUR LEGAL RIGHTS.**

**Participant Information**

Participant Name		Date of Birth	___/___/___
Phone		Email	
Address			

**Studio / Location**

This agreement is made in exchange for being permitted to participate in ceramics/pottery activities and/or to enter and use the premises, equipment, and services of:

Legal Entity Name	
Studio Name (DBA)	

**Studio Address:** 1710 Burnett St, Unit G2-3, Houston, Texas 77026 (and any other areas used by the Studio for activities).

**0. Definitions**

“Activities” include: wheel throwing; handbuilding; trimming; carving; glazing; mixing clay and glazes; kiln loading/unloading; firing (electric/gas/wood); use of studio tools/equipment; classes/workshops; open studio; private events; and presence on the premises.

“Released Parties” means: the Studio; roccoandjackiepot LLC; owners/members/managers; employees; instructors; contractors; volunteers; agents; affiliates; successors/assigns; insurers; and the property owner/landlord and their employees/agents (as applicable).

**1. Agreement to Follow Safety Rules and Directions**

I will follow posted rules and staff instructions. I will not use equipment I am not trained or authorized to use. I will use required protective equipment (for example: eye protection, respirator/mask when required).

**2. Acknowledgment of Pottery/Ceramics Risks**

I understand pottery and ceramics involve inherent and unpredictable risks, including:

- Burns from kilns, burners, shelves, hot ware, steam, and heated equipment.
- Cuts or punctures from tools, wires, and broken bisque/greenware.
- Respiratory exposure (including silica/clay dust) from dry materials, mixing, sanding, and cleanup.
- Chemical exposure or irritation from glazes, stains, oxides, solvents, and cleaning agents.
- Slip, trip, and fall hazards (wet floors, cords, clutter, heavy objects).
- Pinch, crush, strain, or entanglement injuries from wheels and other equipment; lifting buckets/shelves.
- Electrical, fire, and heat hazards from powered equipment and firing processes.
- Risks from other participants and general premises conditions.

I voluntarily choose to participate knowing these risks.

**3. Assumption of Risk**

I assume full responsibility for all risks of injury, illness, property damage, or loss arising from my participation in Activities or presence on the premises, whether known or unknown, foreseeable or unforeseeable.

**4. Release of Liability Including Negligence (Conspicuous Notice)**

**I UNDERSTAND AND AGREE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY FOR THE NEGLIGENCE OF THE RELEASED PARTIES.**

To the fullest extent permitted by Texas law, I release and discharge the Released Parties from any claims for injury, illness, death, property damage, or loss arising out of or related to my participation in Activities or presence on the premises, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTY.

This release does not apply to gross negligence or willful/intentional misconduct to the extent such release is prohibited by law.

**5. Indemnification**

I will indemnify and defend the Released Parties from claims, damages, and expenses (including reasonable attorney’s fees) arising out of or related to:

- my participation in Activities or presence on the premises,
- my breach of this agreement,
- my acts or omissions, or
- claims brought by family members, guests, or invitees related to my participation.

**6. Property Damage / Fees**

I will pay for damage to Studio facilities, equipment, tools, or property caused by my negligent, reckless, or intentional actions (or those of my minor child if applicable).

**7. Health, Fitness, and Safe Participation**

I am able to participate safely. I will stop and notify staff if I feel unsafe or injured. I am responsible for using appropriate protective equipment and minimizing dust exposure and chemical contact.

**8. Photo / Video Release (Optional)**

Initial one:

[ ] YES - Permission to photograph or video me and use my likeness for Studio marketing, website, and social media.

[ ] NO - No permission (reasonable efforts will be made to honor this; exclusion from background footage is not guaranteed).

Participant Initials: \_\_\_\_\_

**9. Emergency Medical Authorization**

If I am injured or become ill, I authorize the Studio to obtain emergency medical assistance for me, including calling 911. I am responsible for medical costs.

**Emergency Contact**

Name		Relationship	
Phone (Day)		Phone (Evening)	

**10. Dispute Resolution, Arbitration, Governing Law**

Disputes will be addressed through good-faith negotiation first. If not resolved, disputes will go to mediation in Harris County, Texas, and then binding arbitration administered by the American Arbitration Association (AAA) under applicable rules. Arbitration will take place in Harris County, Texas.

Small claims carveout: Either party may bring an individual claim in small claims or Justice Court if it qualifies.

Governing law: Texas law governs this agreement.

**11. Miscellaneous (Severability; Entire Agreement; Binding Effect)**

I had the opportunity to read this agreement and seek legal advice. If any provision is unenforceable, the remaining provisions remain effective. This document is the entire agreement on these topics and is binding on me and my heirs, assigns, personal representatives, and estate.

**SIGNATURE (ADULT PARTICIPANT)**

**I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. BY SIGNING, I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE.**

Participant Signature			
Printed Name		Date	___ / ___ / ___

**MINOR PARTICIPANT ADDENDUM (Complete only if participant is under 18)**

Minor Name		Date of Birth	___ / ___ / ____
I am the parent or legal guardian of the minor above. I consent to the minor's participation and agree to the terms above on behalf of myself and, to the extent permitted by law, on behalf of the minor. I will indemnify and defend the Released Parties from claims arising from the minor's participation.			

**Parent/Guardian**

Parent/Guardian Name		Relationship	
Signature		Date	___ / ___ / ____