

WAIVER, ARBITRATION AGREEMENT, AND PHOTO RELEASE

This Waiver, Arbitration Agreement, and Photo Release (this “**Waiver**”) is entered into by and between Brouns Galloway Hayward LLC, organizers of The Castle Workshops, d/b/a BGH (“**BGH**”), and the undersigned (“**Participant**”). This Waiver is effective as of the date signed below. Participant’s execution of this Waiver is a condition to participation in *The Castle Workshops* historic preservation training event conducted by Brouns Galloway Hayward LLC at 89 John Perry Road, Eastford, Connecticut (the “**Event**”), and any related activities, instruction, demonstrations, or use of facilities.

Hazardous Activity; Risk of Injury or Death. Participant understands, acknowledges, and agrees that the Event takes place in an active historic restoration environment and may involve the use of tools and equipment that present inherent risks of injury. Participant further acknowledges that participation in the Event is potentially hazardous and involves risks, including without limitation physical injury, pain, suffering, emotional distress, illness, disfigurement, temporary or permanent disability (including paralysis), economic loss, and death.

Historic Building Acknowledgment. Participant acknowledges that the Event is conducted within and around a historic building undergoing active preservation and restoration. Participant understands that historic buildings may contain uneven floors, narrow stairways, temporary work areas, construction materials, and other conditions not typically found in modern facilities. Participant agrees to exercise reasonable care while on the premises, to respect and protect the historic fabric of the property, and to comply with all instructions provided by BGH, its instructors, and staff regarding safety and the stewardship of the building.

Voluntary Participation. Participant understands, acknowledges, and agrees that participation in the Event is voluntary and that Participant is aware of the risks involved. Participant knowingly and voluntarily assumes all risks of injury, damage, or death, whether known or unknown, arising from or related to participation in the Event. Participant further acknowledges that this Waiver is intended to release BGH from liability to the fullest extent permitted by applicable law.

Eligibility. Participant represents and warrants that they are at least eighteen (18) years of age on the date of the Event. Participation is limited to individuals who are eighteen (18) years of age or older. BGH reserves the right to deny participation to any individual who does not meet this requirement.

Photo and Video Release. Participant consents to and authorizes BGH to photograph, record, and use Participant’s image, voice, and likeness in connection with the Event, including educational, documentary, archival, promotional, marketing, and other lawful purposes in any media now known or later developed. Participant releases and holds harmless BGH from any claims arising out of or related to such use.

Release of Liability. Participant, on behalf of Participant and Participant’s legal representatives, heirs, and assigns, hereby releases and discharges BGH, its directors, officers, members, managers, employees, contractors, agents (including committee members and instructors), representatives, successors, and assigns, and any affiliated entities and their respective directors, officers, members, managers, employees, successors, and assigns (collectively, the “**Released Parties**”) from any and all claims, demands, or causes of action, under any theory of liability, arising out of or related to Participant’s participation in the Event and any related activities. This release does not apply to claims arising from a Released Party’s gross negligence or willful misconduct. Participant further agrees not to assert any such claim against or otherwise sue any of the Released Parties.

Limitation of Damages. To the fullest extent permitted by applicable law, the Released Parties shall not be liable for any incidental, special, punitive, or consequential damages arising out of or in connection with the Event.

Personal Property. Participants are solely responsible for their personal property. BGH assumes no responsibility for the loss, theft, or damage of any personal belongings.

Medical Treatment. Participant authorizes BGH, its employees, instructors, or agents to obtain or arrange emergency medical treatment if Participant is unable to provide or communicate consent. Participant understands that BGH has no obligation to provide medical care or transportation and assumes no responsibility for the quality or cost of any medical services obtained. Participant is solely responsible for all medical expenses incurred.

Participant Conduct. Participant agrees to conduct themselves in a safe, respectful, and responsible manner at all times during the Event. BGH reserves the right to remove any Participant from the Event, without refund, whose conduct is unsafe, disruptive, abusive, intoxicated, or otherwise interferes with the safety or educational experience of others.

Indemnification. Participant shall indemnify and hold harmless BGH and its directors, officers, employees, contractors, agents, successors, and assigns from and against any and all claims, demands, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to Participant’s negligence or willful misconduct in connection with the Event.

Dispute Resolution; Governing Law. This Waiver is governed by the laws of the State of Connecticut, without regard to its conflict of law principles. Any dispute arising out of or relating to this Waiver or the Event shall be resolved by binding arbitration before a mutually agreed arbitrator, or, failing agreement, one appointed by the Connecticut Superior Court. The arbitration shall take place in the State of Connecticut before a single arbitrator. The arbitrator may award any relief available under applicable law, and the arbitrator's decision shall be final and binding. Judgment on any arbitration award may be entered in any state or federal court located in the State of Connecticut. Each party waives any right to participate in a class or collective proceeding.

Entire Agreement. This Waiver constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous discussions, representations, or understandings, whether written or oral.

PARTICIPANT UNDERSTANDS THAT THIS WAIVER INCLUDES A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, AND A BINDING ARBITRATION AGREEMENT THAT MAY AFFECT CERTAIN LEGAL RIGHTS.

By signing below, Participant acknowledges that they have read and understand this Waiver, have had the opportunity to seek independent legal advice, and agree to be bound by its terms.

Signature:

Printed Name:

Address:

Date:

