



BREVA CREATIVE

Assumption of Risks, Liability Waiver and Release Agreement

This Assumption of Risks, Liability Waiver and Release Agreement (the “Agreement”) is made and entered into by and between Breva Creative LLC, its owners, officers, directors, employees, volunteers, and agents (hereinafter collectively referred to as “Breva Creative”) and the undersigned individual (hereinafter referred to as the “Participant”) who desires to use Breva Creative’s facility and equipment. Breva Creative and the Participant may be individually referred to as a “Party” or collectively referred to as the “Parties.”

WHEREAS, The Participant understands and acknowledges that there are inherent risks associated with the use of the Breva Creative facility and equipment, and such equipment can cause grievous injury, loss of limb, or even death;

WHEREAS, The Participant desires to use the Breva Creative facility and equipment;

WHEREAS, Breva Creative is willing to permit the Participant to use the Breva Creative facility and equipment, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assumption of Risk. The Participant hereby acknowledges that the use of the Breva Creative facility and equipment involves inherent risks, including but not limited to the risk of bodily injury, property damage, or loss of limb or life. The Participant assumes all risks associated with the use of the Breva Creative facility and equipment, including, but not limited to, the risk of injury from the equipment, the conduct of others, and the condition of the property and equipment.
2. Release of Liability. **THE PARTICIPANT HEREBY RELEASES AND DISCHARGES BREVA CREATIVE, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, WHETHER ARISING OUT OF NEGLIGENCE OR GROSS NEGLIGENCE OF BREVA CREATIVE, OR OTHERWISE. THIS RELEASE INCLUDES BUT IS NOT LIMITED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE PARTICIPANT, OR TO ANY PROPERTY BELONGING TO THE PARTICIPANT WHILE USING THE BREVA CREATIVE FACILITY AND EQUIPMENT. THIS ENCOMPASSES RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF THE EQUIPMENT, THE CONDUCT OF OTHERS, AND THE CONDITION OF THE PROPERTY AND**

EQUIPMENT, INCLUDING INJURIES RESULTING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF BREVA CREATIVE, ITS STAFF, OR AGENTS.

3. Indemnification. The Participant hereby agrees to indemnify and hold harmless Breva Creative, its owners, officers, directors, employees, volunteers, and agents from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by any person or property arising out of or in connection with the Participant's use of the Breva Creative facility and equipment, including, but not limited to, the risk of injury from the equipment, the conduct of others, negligence, and/or the condition of the property and equipment.
4. Surveillance and Use of Recordings: The Participant acknowledges and consents to the fact that Makerspace is under continuous surveillance, which includes both interior and exterior video monitoring. This surveillance may involve the recording of audio, visual, and/or audiovisual content. By participating, you consent to the making and use of such recordings by Breva Creative and/or its licensees for any purpose. You release Breva Creative and its licensees from and waive any claims related to or arising by reason of the making and/or use of any such recordings. You grant Breva Creative the perpetual right to use your name and likeness in connection with the use of the recordings. However, the Participant retains the right to opt out of audio surveillance and the promotional use of these recordings. To exercise this right, the Participant must provide Breva Creative with written notice explicitly stating their decision to opt out. Upon receipt of this written notice, Breva Creative will take reasonable steps to ensure that the Participant is not subject to further audio surveillance and that their name and likeness are not used for promotional or commercial purposes. It is the responsibility of the Participant to ensure that their written notice of opting out is received and acknowledged by Breva Creative.
5. Binding Effect. This Agreement shall be binding upon the Participant, and the Participant's heirs, legal representatives, and assigns.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America, without giving effect to any choice of law or conflict of law provisions. All disputes shall be settled in San Antonio, Bexar County, Texas.
7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all prior and contemporaneous negotiations, understandings, agreements, and representations, whether oral or written, relating to the subject matter hereof.
8. Amendment. This Agreement may not be amended or modified, except in writing signed by both Parties hereto.
9. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions.
10. Acknowledgment. The Participant acknowledges that he or she has read this Agreement, understands its terms and conditions, and has had the opportunity to consult with legal counsel prior to signing this Agreement.

11. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. Dispute Resolution. In the event of any dispute arising from activities or facility use at Brevia Creative, the following steps for resolution will be followed:
 - i. ****Mediation:**** If the dispute cannot be resolved amicably within 10 days from the date of the alleged loss, the Parties shall first attempt mediation. The Parties agree to attend a minimum of one (1) mediation session facilitated by a qualified mediator mutually agreed upon by the Parties. Such mediation shall take place in Bexar County, Texas. All Parties must be present and participate in good faith with the aim of resolving the dispute. If a resolution is not reached within thirty (30) days, the Parties shall move to arbitration.
 - ii. ****Arbitration:**** If the dispute remains unresolved following mediation, each Party's sole recourse shall be binding arbitration within two (2) years from the date of the alleged loss. Such arbitration shall be conducted before one (1) arbitrator in Bexar County, Texas, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Handbook. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses, and reasonable attorney's fees as well those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. The direct expense of any arbitration proceeding shall be borne equally between both Parties. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

The Participant acknowledges and agrees to this process upon engaging with Brevia Creative.

The Participant's signature below indicates that he or she has read and fully understands this Agreement, and voluntarily agrees to be bound by its terms and conditions.

Participant's Full Name

Participant's Signature

Date

Parent/Guardian Full Name

Parent/Guardian Signature

Date

Emergency Contact Person

(_____)_____
Emergency Contact Phone Number

Participant's Initials: _____