

RELEASE AND WAIVER OF LIABILITY

INFORMED CONSENT, RELEASE AND WAIVER OF ALL LIABILITY AND CLAIMS

I, _____, having an address at _____ and the following e-mail _____ or mobile phone number _____, enter into this Informed Consent, Release and Waiver of All Liability and Claims (the "Release") as of the date listed below in favor of Tandy Leather Factory, Inc. and all of its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, "Tandy")

I desire to engage in the following activities associated with Tandy, namely (the "Activities"):

- _____ Trade show participation
- _____ Educational activities
- _____ Other:

and I understand that the scope of my relationship with Tandy is limited solely to that of a mere participant; that, beyond Tandy agreeing to consider having me participate in the Activities, no other compensation or benefits of any kind or nature is expected to or will be received by me; that I am not an employee or independent contractor of Tandy; and that I am solely responsible for my own insurance coverage in the event of personal injury, death, illness, or property damage as a result of engaging in the Activities.

1. Waiver and Release: I hereby indemnify and hold free, clear and harmless, and release, remise and forever discharge Tandy from any and all liabilities, claims, demands, actions and causes of action of whatever kind or nature, including without limitation those that relate to bodily injury, personal injury, first-aid, illness, death or property damage, either in law or in equity, which arise or relate to my participation in the Activities regardless of cause or of any fault or negligence of Tandy. I shall not institute or participate in any

MANUAL PAGE	SECTION	DATE UPDATED
	6	December 2019

RELEASE AND WAIVER OF LIABILITY

suit or action at law against Tandy arising from my participation in the Activities.

2. Insurance: I understand that Tandy does not carry, maintain or provide any insurance, including, without limitation, health, medical, or disability insurance coverage for me or for any incident which may arise as a result of my participation in the Activities. Thus, I am expected and encouraged to obtain my own medical and health insurance coverage.

3. Medical Treatment: I assume full responsibility for my welfare and safety during the Activities, and I hereby give permission for emergency medical treatment to be administered as appropriate in case of injury.

4. Assumption of Risk: I acknowledge and understand that by participating in the Activities that I am engaging in activities or actions that may be hazardous and contain inherent risks

Page 2

and dangers (including, but not limited to, serious injury, permanent disability or death), that no amount of care, caution, instruction or expertise can eliminate. I hereby expressly and specifically assume the risk of injury or harm, known and unknown, in engaging in the Activities.

5. Publicity Release: I hereby authorize Tandy the unrestricted and irrevocable right to photograph, video and record me in connection with the Activities and grant Tandy the unrestricted and irrevocable right to use, publish, reproduce, edit, adapt, modify, exhibit, project, distribute, and display such photographs, videos and recordings, and my name, image and likeness, voice and statements and story (collectively, the "Content"), in any form of media now known or later developed (including without limitation print, digital, electronic, visual, broadcast, Internet and social media, or otherwise), individually and in conjunction with other content. I waive any claims whatsoever in connection with the use of the Content, including, without limitation, any claim of rights of privacy, publicity,

MANUAL PAGE	SECTION	DATE UPDATED
	6	December 2019

RELEASE AND WAIVER OF LIABILITY

copyright infringement, defamation, so-called “moral rights,” or credit. I also waive any right I may have to inspect or approve the Content or any use thereof. Additionally, I waive the right to any royalties or other compensation arising or relating to the use of the Content. I understand that the Content will become the property of Tandy, including the copyrights therein.

6. General: I acknowledge that Tandy is conducting itself in express reliance upon the foregoing, and it is my express intent that this Release shall bind the members of my family and my heirs and assigns. This Release shall be construed in accordance with the laws of the State of Texas, without regard to any conflict of laws provisions. This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and if any portion is held invalid, the balance shall, notwithstanding, continue in full force and effect.

By signing below, I express my understanding and intent to enter into this Release willingly and voluntarily.

Signature of Participant _____ Date _____

FOR MINOR CHILD OR WARD: I, the undersigned, represent that I am the parent and/or guardian of the minor named above, and I represent that I have the legal authority to, and hereby do, execute the preceding consent and release on behalf of such minor.

Signature of Guardian _____ Date _____

MANUAL PAGE	SECTION	DATE UPDATED
	6	December 2019