MASON & HAMLIN

Mason & Hamlin Piano Co. welcomes you to tour our manufacturing building to see how pianos are made. Due to the inherent hazards and risks involved with any manufacturing location, we require every tour participant to sign a Waiver and Release Form acquitting Mason & Hamlin Piano Co. and its employees of any and all responsibility in relation to all risks confronted along the tour.

During the Tour, please observe your surroundings and uphold standard safety precautions including, but not limited to, the following:

- 1. Continue with your Tour Guide at all times and remain in the confines of the area instructed by the Tour Guide due to the presence of dangerous equipment.
- 2. All video recording equipment is not allowed. However, photography (without flash) is allowed.
- 3. Cell phones must be silenced.
- 4. No smoking of any kind is allowed throughout the entire facility, including e-cigarettes or vape pens.
- 5. Closed-toed shoes are required to be worn at all times.
- 6. Any contact with the equipment or materials is prohibited unless instructed by the Tour Guide.
- 7. Warning signs and areas of designation must be followed while on the tour.
- **8.** Participants who do not comply with the safety regulations stated will be escorted from the Tour.

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH the Mason & Hamlin Factory Tour, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the activity in which I will participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, Mason & Hamlin Piano Co. and/or their directors, employees, representatives, and agents, and the activity holders;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this document from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that they are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical limits and carries with it the potential for serious injury. The risks include, but are not limited to, those caused by the facilities, condition of participants, equipment, and actions of other people including, but not limited to, participants, Mason & Hamlin Piano Co. employees, and the Tour Guide.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, and organizers.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature		
Participant's Name	Date	
(IF NECESSARY)		
Parent/Guardian Signature	Date	
(If under 18 years old, Parent or 0	Guardian must also sign.)	

