

SPARKS & REC

PARTICIPANT ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK, RELEASE, AND SAFETY AGREEMENT

Version date: August 23, 2026

Please read this entire agreement before signing. It affects your legal rights. If you do not understand any part, do not sign until your questions have been answered.

Participant name: _____

Workshop or activity: _____

Activity date: _____ Date of birth: _____

Emergency contact: _____ Phone: _____

Sparks & Rec is operated by [INSERT LEGAL BUSINESS NAME], doing business as Sparks & Rec, in Kernersville, North Carolina. In this agreement, "Sparks & Rec" includes that business and its owners, members, managers, employees, instructors, volunteers, agents, contractors, successors, and the owners or operators of the premises where an activity occurs. Together, they are the "Released Parties."

1. What I will be doing

I am choosing to participate in hands-on instruction, demonstrations, fabrication, assembly, finishing, and related shop activities. Depending on the workshop, I may use or be near:

- lasers, CNC routers, plasma cutters, saws, drills, grinders, sanders, lathes, presses, and other powered or hand tools;
- welding, soldering, torches, hot surfaces, compressed gas, electricity, electronics, batteries, motors, and moving machinery;
- 3D printers, scanners, computers, resins, adhesives, paints, finishes, solvents, wood, metal, acrylic, plastics, textiles, and other materials; and
- lifting, clamping, cutting, shaping, fastening, sanding, polishing, testing, cleanup, and transportation of completed projects.

The exact tools and materials will vary by activity.

2. Risks I understand

Shop activities can cause property damage, illness, serious injury, permanent disability, or death. Risks include, among others:

- cuts, punctures, crushing, pinching, entanglement, kickback, flying material, and tool or material failure;
- burns, electric shock, fire, explosion, ultraviolet or laser exposure, hot metal, sparks, and molten material;
- eye or hearing injury; inhalation of dust, smoke, fumes, vapors, or particles; skin reactions; and chemical exposure;
- strains, falls, dropped objects, repetitive motion, noise, sharp edges, and lifting injuries;
- errors by me, another participant, an instructor, or another person; and
- risks that are not obvious, cannot be predicted, or remain even when reasonable safety rules are followed.

I understand that instruction, supervision, guards, ventilation, and personal protective equipment reduce risk but cannot eliminate it.

MY INITIALS: _____ I have read this section and understand that these activities involve real hazards.

3. My safety responsibilities

I agree that I will:

1. follow all instructions, warning signs, age restrictions, and shop rules;
2. use required eye, hearing, respiratory, hand, foot, and protective clothing;
3. use only tools for which I have received permission and instruction;
4. never remove or bypass a guard, interlock, ventilation system, or safety device;
5. keep hair, clothing, jewelry, and personal items secured around machinery;
6. immediately report an unsafe condition, damaged tool, injury, near miss, or unclear instruction;
7. stop work and ask for help whenever I am uncertain or uncomfortable;
8. not participate while impaired by alcohol, cannabis, illegal drugs, fatigue, or medication that makes participation unsafe;
9. disclose any condition or limitation that may require a reasonable safety accommodation; and
10. accept that Sparks & Rec may stop my participation if my conduct creates a safety risk. I understand that deliberate or repeated safety violations may end my participation without a refund.

I confirm that I am at least 18 years old and am physically and mentally able to participate safely, subject to any limitation I have disclosed.

Relevant condition, allergy, limitation, or accommodation request (optional):

4. I voluntarily assume the risks

I freely choose to participate. I knowingly and voluntarily accept all risks connected with the activity, whether known or unknown, including risks caused by:

- my own acts or omissions;
- the acts or omissions of other participants or third parties;
- the condition, malfunction, or failure of tools, equipment, materials, or premises; and
- to the fullest extent permitted by North Carolina law, the ordinary negligence of any Released Party.

I accept responsibility for injuries, losses, and expenses that I may suffer because of those risks.

MY INITIALS: _____ I knowingly and voluntarily assume these risks.

5. Release of claims

In exchange for being allowed to participate, I RELEASE AND AGREE NOT TO SUE THE RELEASED PARTIES for any claim, demand, lawsuit, liability,

damage, cost, or expense arising from or related to my participation, presence at the shop, use of tools or materials, or transportation or later use of my completed project.

THIS RELEASE EXPRESSLY INCLUDES CLAIMS ALLEGING THE ORDINARY NEGLIGENCE OF A RELEASED PARTY, including negligent instruction, supervision, maintenance, inspection, setup, selection of equipment or materials, or condition of the premises, to the fullest extent North Carolina law permits.

This release covers claims for bodily injury, death, illness, property damage, economic loss, and consequential loss, whether known now or discovered later.

This agreement does not release claims that North Carolina law does not allow to be waived. It does not release gross negligence, willful or wanton conduct, or intentional misconduct.

MY INITIALS: _____ I understand that I am giving up important legal rights, including certain claims based on ordinary negligence.

6. Harm I cause

I am responsible for injury or damage I cause through my intentional misconduct, reckless conduct, negligence, or violation of safety instructions. To the fullest extent permitted by law, I agree to reimburse and defend the Released Parties against a third-party claim caused by that conduct. This paragraph does not require me to pay for a Released Party's gross negligence, willful or wanton conduct, intentional misconduct, or other liability that cannot legally be shifted to me.

7. Emergency care and costs

If I cannot make decisions during an emergency, I authorize Sparks & Rec to contact emergency services and provide reasonable first aid. I understand Sparks & Rec is not promising medical care or transportation. I am responsible for medical, ambulance, hospital, and related costs incurred for me, whether or not I have insurance.

8. My completed project

I understand that a take-home project is an educational product, not a professionally engineered, inspected, or certified product unless Sparks & Rec expressly states otherwise in writing. It may have sharp edges, hot surfaces, electrical components, moving parts, finishes, load limits, or other hazards. I will inspect it, follow any care and use instructions, keep it away from children where appropriate, and use, install, transport, modify, or give it to another person at my own risk.

9. Personal property

I am responsible for my phone, clothing, vehicle, tools, materials, and other property. To the fullest extent permitted by law, Sparks & Rec is not responsible for loss, theft, or damage except to the extent caused by conduct that cannot legally be released.

10. Optional photo permission

My choice here does not affect whether I may participate.

[] YES, Sparks & Rec may photograph or record me during the activity

and may use my image and voice, without identifying personal information, for its website, social media, and workshop promotion without compensation.

[] NO, I do not grant photo or recording permission.

I may withdraw permission for future use by giving written notice, but withdrawal will not require removal of material already printed, published, or distributed.

11. Legal terms

- North Carolina law governs this agreement, without regard to conflict-of-law rules.
- Any legal action must be brought in a court with proper jurisdiction and venue under North Carolina law.
- If any provision is held invalid or unenforceable, it will be narrowed or removed only as necessary, and the remaining provisions will continue in effect.
- This document is the entire agreement about the subjects it covers. Any change must be in writing and agreed to by both sides.
- A copy or electronic signature may be treated as an original to the extent permitted by law.

12. My acknowledgment and signature

By signing below, I confirm that:

- I have read this entire agreement and had enough time to consider it;
- I understand its plain meaning and have had the opportunity to ask questions;
- I understand that I may choose not to participate;
- I am not relying on a statement that contradicts this agreement; and
- I sign freely and voluntarily.

I UNDERSTAND THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF RISK AND A RELEASE OF CERTAIN CLAIMS, INCLUDING CLAIMS BASED ON ORDINARY NEGLIGENCE.

Participant printed name: _____

Participant signature: _____

Date: _____ Time: _____

Sparks & Rec representative or witness: _____

Signature: _____ Date: _____

Drafting note—not part of the participant agreement: This template must be reviewed by a North Carolina attorney and your liability insurer before use. Replace every bracketed placeholder with the exact legal business name and confirm the premises, covered activities, insurance requirements, document-retention process, and electronic-signature workflow. This adult form should not be used for anyone under 18; obtain counsel for a separate parent/guardian agreement.