

# METALWERX COVID-19 HEALTH & SAFETY

## Our Student Pledge and Commitment

1. I pledge to adhere to all policies as outlined by Metalwerx: [COVID-19 Health and Safety Updates](#).
2. I pledge that I will always wear a mask (except while eating) while inside the Metalwerx building.
3. Initial this box to certify that you are fully vaccinated for COVID-19 and 2-weeks have passed since your final inoculation.
4. I attest that I:
  - Do not have a household member with COVID-19 symptoms.
  - Have not knowingly been exposed to COVID-19 in the past 14 days.
  - Do not have any of the following symptoms of COVID-19, according to the CDC:
    - Fever or chills
    - Cough
    - Shortness of breath or difficulty breathing
    - Fatigue
    - Muscle or body aches
    - Headache
    - New loss of taste or smell
    - Sore throat
    - Congestion or runny nose
    - Nausea or vomiting
    - Diarrhea

## Covid-19: Waiver of Liability and Release Agreement

In consideration of being welcomed back to the premises at Metalwerx, Inc. ("MWX"), 50 Guinan Street, Waltham, Massachusetts ("the Premises"), and for the use of its tools and equipment,

I, \_\_\_\_\_ acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in metalworking classes and/or activities at the MWX studio.

3. I have read, understood and now agree to follow the policies and procedures contained in the Metalwerx Reopening Plan. A copy of the plan is attached to this agreement. I understand these policies are not only for my benefit but for the benefit of other students, studiomates, staff, and instructors.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the Premises and using the equipment and tools located on the Premises and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE MWX, its officers, directors, agents, employees, instructors and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the Premises.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Waiver Agreement shall bind any of my heirs, assigns, representatives, and next of kin and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Massachusetts. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY RELEASEES FOR ME TO BE ON THE PREMISES AND FOR THE USE OF TOOLS AND EQUIPMENT THEREIN.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGN BELOW TO ACCEPT THE PLEDGE AND WAIVER AGREEMENT**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_