

### LIABILITY WAIVER AND PHOTO RELEASE

### PLEASE READ CAREFULLY AND SIGN BELOW

I am an instructor or participating in a class, artist-residency program, project, and/or working as a volunteer at The Steel Yard in Providence, Rhode Island. I fully understand that all phases of working at The Steel Yard's shop and on the general premises can be hazardous. With that knowledge, I accept full responsibility for my own safety [as this relates to my conduct] and for the safety of others who may be teaching or working with me.

I am in good physical and mental condition, and I am fully capable of the work I intend to do. I have no conditions that might impair my abilities [except as may be noted on this form and okayed by The Steel Yard's Executive Director]. Also, I am taking no medications that might affect my abilities to do my intended work.

I have, or will, prior to starting work, disclose all existing medical conditions to my instructor or supervisor, including chronic conditions such as asthma, allergies, seizures or diabetes. If I am or believe myself to be pregnant, I will also disclose this to my instructor or supervisor. I understand that The Steel Yard requests disclosure of this information because some existing medical conditions could affect my own safety and the safety of others. Any such personal medical information will be conveyed only to The Steel Yard staff and faculty on a "need-to-know" basis. No drugs or alcohol are allowed on the premises of The Steel Yard. The Steel Yard's faculty or staff will ask any one under the influence of drugs and/or alcohol to leave the premises immediately.

Prior to receiving permission to work in The Steel Yard's shop area or to use any of its tools, I will receive shop safety instruction from a staff member. It is my responsibility to fully understand that instruction. If I am injured or if I witness another person in the shop incur an injury, I must stop working and notify the Instructor or Monitor immediately, in order for the staff to fulfill The Steel Yard's first aid and medical attention policy.

I agree to observe all safety rules as part of The Steel Yard's consideration to accept me as an instructor/student/volunteer/visiting or resident artist. I understand that violations of these rules can result in warnings, suspensions or immediate expulsion, depending upon the severity of the violation(s). I agree that I will not receive any tuition credits or refunds or compensation of any kind due to safety violation penalties.

In addition to shop safety training, I will receive instructions on the proper use of all tools that I want or need to use in my class, volunteer or personal work. Once I demonstrate an understanding of the "proper use" rules, the Shop Monitor, The Steel Yard's faculty or the Executive Director will approve my continued use of those particular tools. I will only use those tools for which I am approved. I understand that this permission may be revoked by The Steel Yard's faculty, shop monitor or Executive Director at any time and I agree to abide by any such revocation.

If I violate the Safety Rules, and/or pose a threat to myself, others, or the safety of the shop, I may be asked by the shop monitor, faculty or staff to stop using any tools or machinery and leave the premises immediately.

At the time of the request, I must leave the premises without any questions. Within ten days of the incident, the Executive Director will notify me in writing or in a meeting about whether or not I am able to resume my work/class at The Steel Yard and if any restrictions or conditions will be applied to my participation. If I improperly use and as a result break any equipment, I will be responsible for repairing or replacing what I have damaged, in addition to having my shop rights restricted.

The Steel Yard's general policies are posted in the office and in the shop. I will read [or have read] those policies and agree to be bound by them. Application and enforcement of all rules and policies will be made by the Shop Monitor, faculty and staff. In addition, if I witness any violation of the Shop Rules I must report it to the Shop Monitor immediately. If I fail to report a violation, I will also be held liable for any consequence of this violation. While efforts will be made to be fully consistent, the realistic expectation is that interpretation or application may well be uneven. I understand this variable and agree that my own conduct will be judged on its own terms.

When working as an instructor/volunteer/student/contractor, and/or visiting or resident artist at The Steel Yard, I understand that I am not covered by workers compensation. To the maximum extent permitted by law, I hereby assume any and all of the risks attendant with my participation at The Steel Yard. Further, to that same legal extent, I hereby release The Steel Yard, its directors, officers, faculty and staff from any and all claims for loss or damage whatsoever that I might sustain while participating in any activities at this facility; and I hereby agree to indemnify them and hold them harmless of and from any such claims [including claims of others] which are based in any part on my own conduct.

The start of my work with The Steel Yard's shop materials and equipment shall be conclusive proof of my understanding of and agreement with The Steel Yard's rules and practices. I have read this document completely and understand it fully. By signing it, I agree to be bound by it.

# SAFETY, ABUSE, DISCRIMINATION and HARASSMENT POLICY

Full-policy posted in each studio

The Steel Yard is committed to creating and maintaining an environment in which all employees, staff, volunteers, independent contractors, residents, students, teachers, board and community members are treated with respect and dignity. The Steel Yard expects that all relationships among persons at The Steel Yard will be business-like and free of explicit bias, microaggressions, prejudice, and harassment.

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#### **CODE OF CONDUCT**

The policy and intent of The Steel Yard is to provide equal opportunity for all persons regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of your relatives, friends or associates

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- The Steel Yard seeks to foster an atmosphere and environment which encourages individual artistic exploration.
- Our community studios are used by a wide variety of populations, sensitivity and inclusivity are expected at all times.
- The Steel Yard does not tolerate violence, harassment, or hate speech of any kind.
- Everyone must contribute to an atmosphere that respects the other individual and community studio users.

The Steel Yard has a **zero tolerance for abuse, discrimination and harassment** in all programs and activities including personal interactions between community members on and off campus.

#### **DIVERSITY, EQUITY & INCLUSION**

The Steel Yard acknowledges that continual learning and action are needed to make our campus and programs safe, inclusive, equitable, and just. We commit to reimagine, rebuild and develop programs and systems to counteract the harm caused by structural racism and oppression of all forms.

#### **HARASSMENT**

Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

#### **SEXUAL HARASSMENT**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include sexual jokes and innuendo; as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; and other physical, verbal or visual conduct of a sexual nature.

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If you believe you have been subjected to Bias, Abuse, Discrimination, Sexual Harassment or Harassment of another form, please report any concerns or incidents to the Executive Director, Associate Director and/or the Safety Committee. Please contact:

## Safety@thesteelyard.org or Director@thesteelyard.org

I have received and read a copy of The Steel Yard 's Safety, Abuse, Discrimination and Harassment Policy, Photo Release and Liability Waiver. I agree to follow and abide by these guidelines during my time at The Steel Yard. Further, I understand that this policy may be modified at any time, and that any guideline may be amended, revised, or altered at any time by The Steel Yard and its Safety Committee.

Signed		Date
Print Name		
Signed Parent/Guardian (if under 18)		Date
Print Parent/Guardian Name		
REQUIRED EMERGENCY CONTACT INFORMATION:		
Name:	Relationship:	
Phone:		

## **USE OF PHOTOGRAPHY**

I grant to The Steel Yard, its representatives and employees the right to take photographs of me and my property in connection with my activities at The Steel Yard. I authorize The Steel Yard, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that The Steel Yard may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

□ I consent to the Use of Photography

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