

Release and Waiver for the Splatter Space at Speckles & Splatter LLC

By booking a session and participating in the splatter space (the "Activity") at Speckles and Splatter LLC (S+S), you are agreeing to the following terms and conditions:

1. I, or anyone acting on my behalf, release and forever discharge S+S and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, claim, demand, debt contracts, expenses, lawsuits, damages, and liabilities, which I may have against Releasee or any Released Parties arising out of or relating to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of Released Parties, including but not limited to, injury, loss or damage to person and property, including all items of clothing or personal property on my person, that may be sustained as a result of participation in the Activity ("Claims"), provided that this waiver of liability does not apply to acts of gross negligence, or intentional, willful or wanton misconduct.

2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.

3. I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.

4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.

5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release

are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Michigan.

6. I understand that S+S cannot guarantee a zero-risk environment for the transmission of Covid-19.

7. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release. By checking the box at the time of completing my booking, I am confirming my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.