

WAIVER AND RELEASE OF LIABILITY

IN EXCHANGE FOR PARTICIPATION IN THE ACTIVITY OF CANDLE MAKING ORGANIZED BY LOVE & MAKE LLC OF 2516 TIMES BLVD, HOUSTON TX 77005 AND USE OF PROPERTY, FACILITIES AND SERVICES OWNED OR LEASED BY LOVE & MAKE LLC, THEIR AFFILIATES, EMPLOYEES, ASSIGNS AND PARTNERS, I, **(SEE PARTICIPANT LIST)** AGREE FOR MYSELF AND (IF APPLICABLE) FOR THE MEMBERS OF MY FAMILY TO THE FOLLOWING:

1. AGREEMENT TO FOLLOW DIRECTIONS. I AGREE TO OBSERVE AND OBEY ALL POSTED RULES AND WARNINGS, AND FURTHER AGREE TO FOLLOW ANY ORAL INSTRUCTIONS OR DIRECTIONS GIVEN BY LOVE & MAKE INSTRUCTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF LOVE & MAKE LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I RECOGNIZE THAT THERE ARE CERTAIN INHERENT RISKS ASSOCIATED WITH THE ABOVE DESCRIBED ACTIVITY AND I ASSUME FULL RESPONSIBILITY FOR PERSONAL INJURY TO MYSELF AND (IF APPLICABLE) MY FAMILY MEMBERS, AND FURTHER RELEASE AND DISCHARGE LOVE & MAKE LLC FOR INJURY, LOSS OR DAMAGE ARISING OUT OF MY OR MY FAMILY'S USE OF OR PRESENCE UPON THE FACILITIES OF LOVE & MAKE OR MIDTOWN ART CENTER (3414 LA BRANCH, HOUSTON, TX 77004), WHETHER CAUSED BY THE FAULT OF MYSELF, MY FAMILY, LOVE & MAKE LLC OR OTHER THIRD PARTIES.

3. INDEMNIFICATION. I AGREE TO INDEMNIFY AND DEFEND LOVE & MAKE LLC AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY OR MY FAMILY'S USE OF OR PRESENCE UPON THE FACILITIES HIRED BY LOVE & MAKE LLC.

4. FEES. I AGREE TO PAY FOR ALL DAMAGES TO THE FACILITIES/EQUIPMENT OWNED OR HIRED BY LOVE & MAKE LLC CAUSED BY ANY NEGLIGENT, RECKLESS, OR WILLFUL ACTIONS BY ME OR MY FAMILY.

5. APPLICABLE LAW. ANY LEGAL OR EQUITABLE CLAIM THAT MAY ARISE FROM PARTICIPATION IN THE ABOVE SHALL BE RESOLVED UNDER TEXAS LAW.

6. NO DURESS. I AGREE AND ACKNOWLEDGE THAT I AM UNDER NO PRESSURE OR DURESS TO SIGN THIS AGREEMENT AND I HAVE BEEN GIVEN REASONABLE OPPORTUNITY TO REVIEW IT BEFORE SIGNING.

7. ARM'S LENGTH AGREEMENT. THIS AGREEMENT AND EACH OF ITS TERMS ARE THE PRODUCT OF AN ARM'S LENGTH NEGOTIATION BETWEEN PARTIES AND IS TO BE INTERPRETED AS AN AGREEMENT BETWEEN TWO PARTIES OF EQUAL BARGAINING STRENGTH. BOTH THE PARTICIPANT (NAMED BELOW), AND LOVE & MAKE LLC AGREE THAT THIS AGREEMENT IS CLEAR AND UNAMBIGUOUS AS TO ITS TERMS, AND THAT NO OTHER EVIDENCE WILL BE USED OR ADMITTED TO ALTER OR EXPLAIN THE TERMS OF THIS AGREEMENT, BUT THAT IT WILL BE INTERPRETED BASED ON THE LANGUAGE IN ACCORDANCE WITH THE PURPOSES FOR WHICH IT IS ENTERED INTO.

8. ENFORCEABILITY. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS AGREEMENT, WHETHER STANDING ALONE OR AS APPLIED TO A PARTICULAR OCCURRENCE OR CIRCUMSTANCE, SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY OTHER APPLICATIONS OF SUCH PROVISION, AS THE CASE MAY BE, AND SUCH UNENFORCEABLE PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS AGREEMENT.

9. MEDIA RELEASE. I HEREBY GRANT LOVE & MAKE, LLC, THEIR AGENTS, AFFILIATES AND ASSIGNS, PERMISSION TO USE MY LIKENESS IN A PHOTOGRAPH, VIDEO, OR OTHER DIGITAL MEDIA ("PHOTO") IN ANY AND ALL OF ITS PUBLICATIONS, INCLUDING WEB-BASED PUBLICATIONS, WITHOUT PAYMENT OR OTHER CONSIDERATION. ALSO,

- I UNDERSTAND AND AGREE THAT ALL PHOTOS WILL BECOME THE PROPERTY OF LOVE & MAKE, LLC AND WILL NOT BE RETURNED.
- I HEREBY IRREVOCABLY AUTHORIZE LOVE & MAKE, THEIR AGENTS, ASSIGNS AND AFFILIATES, TO EDIT, ALTER, COPY, EXHIBIT, PUBLISH, OR DISTRIBUTE THESE PHOTOS FOR ANY LAWFUL PURPOSE. IN ADDITION, I WAIVE ANY RIGHT TO INSPECT OR APPROVE THE FINISHED PRODUCT WHEREIN MY LIKENESS APPEARS. ADDITIONALLY, I WAIVE ANY RIGHT TO ROYALTIES OR OTHER COMPENSATION ARISING OR RELATED TO THE USE OF THE PHOTO.
- I HEREBY HOLD HARMLESS, RELEASE, AND FOREVER DISCHARGE LOVE & MAKE, THEIR AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PARTNERS, AGENTS AND ANYONE CLAIMING THROUGH THEM, IN THEIR INDIVIDUAL AND/OR CORPORATE CAPACITIES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION WHICH I, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, OR ANY OTHER PERSONS ACTING ON MY BEHALF OR ON BEHALF OF MY ESTATE HAVE OR MAY HAVE BY REASON OF THIS AUTHORIZATION.

I AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.