

Mullica Hill Art Center Waiver & Release

Effective as of April 4, 2022

Please carefully read the following because it is a legally binding contract.

This Waiver and Release is for the benefit of Mullica Hill Art Center llc, (the "Company") and all of the Company's franchisees and licensees, and any and all of their respective officers, directors, managers, owners, employees, and agents (hereinafter collectively referred to as the "Mullica Hill Art Center group" which includes Company) and LFG rentals group. The Mullica Hill Art Center's locations offer a social spot (an area within the store) where people can gather to create unique do-it-yourself art and design projects as well as splatter room and bounce houses. It provides participants the facilities, supplies and tutorials to create, take home art and design projects while they simultaneously enjoy the social setting of a bar atmosphere and, at their personal election and sole responsibility, may choose to engage in imbibing alcoholic beverages offered at certain locations as available on the premises of the Company's owned and franchised locations or as a BYOB. If Participant consumes alcohol, then Participant expressly agrees he/she is over the legal age and assumes all responsibility therein. In addition, the Mullica Hill Art Center Group may offer customers the option to engage the Company's services at a customer's home or another venue secured by the customer. The Mullica Hill Art Center Group offers its facilities, and its services and/or products, regardless of location, on the express condition that each participant (customer) agrees to execute this Waiver and Release. In consideration of the agreement by the Mullica Hill Art Center Group to permit the individual (or individuals) named below (individually and collectively, the "Participant") to use its facilities, other locations, services and/or products and participate in activities and programs related thereto, the Participant (and/or the undersigned parent or guardian of the Participant, who shall also be considered a Participant for purposes hereunder) hereby voluntarily acknowledges, understands and agrees to all of the following terms and conditions:

1. Participants Assumption of All Known and Unknown Risks. Participant understands, acknowledges and agrees that use of the facilities, services and/or products offered by the Mullica Hill Art Center Group may present certain significant risks or dangers, both known and unknown, to Participant, including but not limited to any or all of the following: risks associated with the use of art supplies such as damage or staining of clothing and other property; risks associated with the use of bounce houses; risks associated with allergies or sensitivities; risks associated with the use of alcohol in conjunction with tools or other equipment; risks associated with the use of cutting tools such as knives, scissors, chisels, handheld saws or other types of blades; risks associated with use of sharp tools and other sharp objects such as needles, nails, screws, leather punches, etc.; risks associated with use of high temperature tools such as hot glue guns, clothing irons, soldering irons, irons for melting wax, etc.; risks associated with use of open flames such as candles, matches, lighters, torches, etc.; risks associated with use of hammers; risks associated with use of potentially poisonous, toxic or dangerous substances or chemicals (including the risk of mislabeling and/or misidentification); risks associated with use of tools that could result in electric shock such as irons, drills, lights, etc.; risks associated with improper instruction, guidance or supervision related to the facilities, services and/or products of the Mullica Hill Art Center Group, and any and all other risks that may be otherwise associated with the facilities, services and/or products of the Mullica Hill Art Center Group. These risks include the risk of death, serious bodily injury, emotional harm, property loss or damage and/or other pecuniary harm. PARTICIPANTS' USE OF THE FACILITIES, SERVICES AND/OR PRODUCTS OF THE MULLICA HILL ART CENTER GROUP (WHETHER ON-SITE OR NOT) IS AT PARTICIPANTS' OWN RISK. PARTICIPANT AND/OR THE UNDERSIGNED PARENT OR GUARDIAN OF THE PARTICIPANT HEREBY ASSUMES FULL AND EXCLUSIVE RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY, DEATH, EMOTIONAL HARM, PROPERTY LOSS OR DAMAGE AND/OR OTHER PECUNIARY HARM INCURRED WHILE PARTICIPANT IS AT THE FACILITIES OF THE MULLICA HILL ART CENTER GROUP AND/OR WHICH ARISE DIRECTLY OR INDIRECTLY FROM PARTICIPANTS' USE OF THE FACILITIES, SERVICES AND/OR PRODUCTS OF THE MULLICA HILL ART CENTER GROUP, WHETHER AT PARTICIPANT'S HOME OR ANOTHER LOCATION, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE, OF PARTICIPANT, OTHER PARTICIPANTS, THE MULLICA HILL ART CENTER GROUP AND ANY OFFICER, DIRECTOR, MANAGER, OWNER, EMPLOYEE OR AGENT OF THE MULLICA HILL ART CENTER GROUP. YOU ARE RESPONSIBLE TO ADVISE OUR STAFF OF ANY ALLERGIES OR SENSITIVITIES BEFORE ANY ACTIVITIES ARE STARTED.

2. Waiver and Release of All Claims; Covenant Not to Sue. In consideration of being permitted access to the facilities, services and/or products of Mullica Hill Art Center Group, Participant and/or the undersigned parent or guardian, for himself or herself, and for his or her heirs, executors, successors, assigns, legal representatives, spouse, ex-spouse, and agents, to the fullest extent allowed by law, expressly intends to release and waive, and by execution of this Waiver and Release does hereby release, waive and forever discharge Mullica Hill Art Center Group and its affiliates, predecessors, successors, assigns, subsidiaries, managers, members, owners, officers, directors, employees, agents, attorneys, insurers, and representatives (individually and collectively, the "Releasees"), without reservation or condition, from and against any and all liability, claims, demands, actions, or causes of action which Participant and/or the undersigned parent or guardian may now have, ever had, hereafter have or claim to have against any or all of the Releasees, known or unknown, in any way related to Participants' use of the facilities, services and/or products of Mullica Hill Art Center Group, and Participant and/or the undersigned parent or guardian further waives any and all rights he or she may now have, ever had, hereafter have or ever claim to have in the same. Participant and/or the undersigned parent or guardian expressly agree and covenant that, to the extent permitted by applicable local, state and federal law, neither Participant nor the undersigned parent or legal guardian, Participants' heirs, executors, successors, assigns, legal representatives or agents will (i) commence, prosecute, or cause to be commenced or prosecuted against the Releasees, or any of them, any action or other proceeding based upon or related to any claim which is released hereby, or (ii) seek to challenge the validity or enforceability of this Waiver and Release.

3. Indemnification. Participant and/or the undersigned parent or guardian hereby agree to fully indemnify Releasees and each of them from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) (collectively "Claim" or "Claims"), incurred by the Participants and Releasees or any of them due to or arising in any way from Participants' use of the facilities, services and/or products of Mullica Hill Art Center Group, whether the same is caused by the negligence of any of the Releasees or otherwise, and regardless of whether or not suit is filed in connection therewith.

4. Use of Facilities, Services and Products. Participant hereby agrees to comply with all applicable laws and ordinances and all rules, policies and directives of Mullica Hill Art Center Group while Participant is using the facilities, services and/or products of Mullica Hill Art Center Group, and Participant hereby agrees to read and comply with any and all rules, regulations and restrictions which may be posted or communicated by Mullica Hill Art Center Group with respect to the permitted use of its facilities, services and/or products. Participants' compliance with any or all of the foregoing shall not in any way affect the enforceability of this Waiver and Release.

5. Disclaimer of Warranties; Exclusion of Remedies. ALL OF Mullica Hill Art Center GROUP'S PRODUCTS AND SERVICES ARE SOLD "AS IS" TO PARTICIPANT, AND Mullica Hill Art Center GROUP HEREBY FOREVER DISCLAIMS ANY AND ALL

WARRANTIES WITH RESPECT TO ANY AND ALL OF THE PRODUCTS AND SERVICES, INCLUDING ANY WARRANTY IMPLIED BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. PARTICIPANT SHALL NOT BE ENTITLED TO COLLECT, AND IN NO EVENT SHALL Mullica Hill Art Center GROUP BE LIABLE FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE SPECIFICALLY EXCLUDED HEREBY.

6. **Participants Age.** Participant hereby represents that, at the time of execution of this Release and Waiver, he or she is eighteen (18) years of age or older; or, if Participant is under the age of eighteen (18) years, the undersigned parent or guardian represents and warrants that he or she is the parent or legal guardian of the Participant with full legal right and capacity to execute this Waiver and Release on behalf of Participant, and such parent or guardian assumes all responsibility for the safety of Participant, and jointly and severally executes this Waiver and Release both on his or her own behalf, and on behalf of the Participant. The Participant and the undersigned parent or guardian expressly agree to be bound by all of the terms and conditions of this Waiver and Release, including but not limited to Sections 1-5 hereof.

7. **Media Release.** Participant consents to Mullica Hill Art Center's use of images such as photographs and videos of Participant for promotion and social media purposes and hereby releases Mullica Hill Art Center from any causes of action relating to use of same. Participant understands these images may be used for a variety of purposes and may appear in promotional materials published by or on behalf of Mullica Hill Art Center Group, including on websites and social media sites, without prior permission of Participant. Because anyone can download an image from the Internet or make copies from printed materials, Participant agrees that Mullica Hill Art Center Group is not responsible for unauthorized use of the images and, in no scenario, is Participant entitled to any compensation from Mullica Hill Art Center Group for authorized or unauthorized uses of the images.

8. **Parties.** A non-refundable deposit is required at the time of booking a party. For kids' parties, all children over 12 months and under ten (10) years (including siblings) are counted toward guest total. Party packages are for a minimum of ten (10) guests and an extra fee applies for each additional party guest. Due to insurance provisions, party guests may only attend if they sign this Waiver and Release. We recommend that hosts and party guests do not bring valuables when attending a party. Pricing and project availability are subject to change.

9. **Intended Third-Party Beneficiary.** It is agreed and understood by the Participant and/or the undersigned parent or guardian that Mullica Hill Art Center's franchisees and/or licensees are intended third-party beneficiaries of this Agreement and that Mullica Hill Art Center Group's franchisees and/or licensees, and their respective owners, officers, employees, agents, and representatives, may rely upon this Agreement as a complete waiver and release of any liability and receive the benefit of all provisions set forth herein.

10. **Miscellaneous.** This Waiver and Release shall be governed by the laws of the State of Florida without regard to conflict of laws principles. Venue for any proceeding relating to the provisions hereof or relating to the Participants' use of the facilities, services and/or products of Mullica Hill Art Center Group shall be brought in the courts of record of the State of Florida in Palm Beach County, or the United States District Court for the Southern District of Florida, and Participant and/or the undersigned parent or legal guardian hereby expressly consents to the exclusive personal jurisdiction of such court over him or her and the venue of such court. Should any action, dispute or claim arise out of this Waiver and Release, Mullica Hill Art Center Group, if it is the prevailing party, shall be entitled to recover all of its attorney's fees and costs associated with the enforcement of this Waiver and Release. For clarity, anywhere it states Participant and/or the undersigned parent or guardian, the intent is that when a parent or guardian signs on behalf of a minor Participant (or Participants), then the 'and' applies and both (or all) are responsible for adherence to the terms and conditions herein. For further clarity, a parent or guardian may sign this on behalf of two (2) or more minors and all terms and conditions herein shall apply to all Participants listed, including parent or guardian. This Waiver and Release constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous understandings, agreements, commitments, and representations, whether oral or written. No force or effect shall be accorded any prior written or oral representations, promises, agreements, or understandings which are not contained in this Waiver and Release. If any portion of this Waiver and Release shall be held by a court of proper jurisdiction to be indefinite, invalid or otherwise unenforceable, the entire Waiver and Release shall not fail on account thereof, and the balance of this Waiver and Release shall continue in full force and effect. Projects left at Mullica Hill Art Center Group for pick up and not retrieved after 21 days will be discarded. Neither Mullica Hill Art Center Group nor its individual staff members are responsible for lost or stolen items. There are no guarantees as to results of any given project.

PARTICIPANT AND/OR THE UNDERSIGNED PARENT OR GUARDIAN ON BEHALF OF PARTICIPANT HAS CAREFULLY READ THE FOREGOING WAIVER AND RELEASE, UNDERSTANDS ITS CONTENTS, AND SIGNS/ACCEPTS THIS WAIVER AND RELEASE VOLUNTARILY. PARTICIPANT AND/OR THE UNDERSIGNED PARENT OR GUARDIAN UNDERSTANDS AND AGREES THAT THIS WAIVER AND RELEASE IS A BINDING LEGAL CONTRACT, AND THAT BY SIGNING OR ACCEPTING THIS WAIVER ONLINE OR IN PERSON, THE PARTICIPANT AND/OR THE UNDERSIGNED PARENT OR GUARDIAN WAIVES CERTAIN LEGAL RIGHTS HE, SHE OR THEY MAY OTHERWISE HAVE NOW OR IN THE FUTURE AGAINST RELEASEES. PARTICIPANT AND/OR THE UNDERSIGNED PARENT OR GUARDIAN ACKNOWLEDGE AND AGREE THAT THEY HAVE HAD SUFFICIENT OPPORTUNITY TO CONSIDER THE TERMS HEREOF AND TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING THIS WAIVER AND RELEASE IF DESIRED.

Signature of Parent or Guardian (if under 18 years old)

Printed Name of Parent or Guardian

Childs name

Date

Relationship to Child