

Accident Waiver And Release of Liability
for
Beyond Splatter LLC (dba Splatter LLC)

By booking your experience, activity, and/or event at Beyond Splatter (dba Splatter LLC), you are agreeing that in exchange for access to and participation in Beyond Splatter (dba Splatter LLC) (the "Activity"), organized by Beyond Splatter (dba Splatter LLC) ("Releasee"), I ("Releasor"), hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee 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 acknowledge and 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, including but not limited to:
 - o Use of Acrylic and other types of home paints that may or may not consist of Lead based paint.
 - o Potentially moving or lifting objects of not more than ten pounds.
 - o Mental and physical stress and anxiety.
 - o Possibility of failure to create art desired.
 - o Potential dizziness, trips, slips and falls.
 - o Exposure to hazardous materials, such as paints, solvents, chemicals, sharp objects, allergens such as dust, fumes and pollens.
 - o Physical exertion, including lifting, carrying, bending, and stretching.
 - o Fire hazards.
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, including but not limited to:
 - o Negligence or recklessness of the Participant
 - o Violation of any rule or regulation of the Beyond Splatter (dba Splatter LLC)
 - o Damage to Beyond Splatter (dba Splatter LLC) property.
 - o Injury to other participants
 - o Fire hazards.
4. I authorize Beyond Splatter (dba Splatter LLC) to seek medical treatment for Participant in the event of an emergency, if necessary. Participant agrees to be responsible for all costs associated with such treatment.
5. 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.
6. 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.

COVID-19 Liability Waiver

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I acknowledge that Beyond Splatter (dba Splatter LLC) has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I acknowledge that Beyond Splatter (dba Splatter LLC) can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other clients and their families.

I voluntarily seek services provided by Beyond Splatter (dba Splatter LLC) and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my class.

I agree to show proof of vaccination against COVID-19 to a Beyond Splatter (dba Splatter LLC) staff member upon arrival, or furnish a negative COVID-19 test result that was administered no more than seven days before my visit if requested..

I attest that:

* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

* I have not traveled internationally within the last 14 days.

* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release. My signature is proof of 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.

Photography Permission

I understand while participating in Event or Activity ("Release"), I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose this authorizing entity decides, and assigns including marketing.

I grant Beyond Splatter (dba Splatter LLC) permission to publish in print, electronic, or video format the likeness or image of myself and/or my work for the general promotion of Still Life Studio and its programs.

I further grant to the producers and their representatives the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of their images and recordings in any media now known or later developed.

I acknowledge that Beyond Splatter (dba Splatter LLC) owns all rights to the images and recordings.

I hereby waive any right to inspect or approve the use of the images or recordings or of any written copy.

I further waive all moral right. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials.

Printed Name

Signature

Date