

SMUDGE LLC Release of Liability

The undersigned hereby acknowledges that there are inherent risks in the use of the supplies and materials provided by SMUDGE LLC.

As a condition to participating in activities at SMUDGE LLC, and in consideration of Smudge's making any equipment, supplies, and/or facilities available to the Participant, the undersigned, on behalf of the Participant, hereby releases SMUDGE LLC, its successors, assigns, officers, agents, and employees from any and all claims, demands, liabilities and causes of action in any way growing out of, or resulting from, the undersigned or Participant's participation in the activities of SMUDGE LLC.

It is expressly understood by the undersigned that he or she is solely responsible for any costs arising out of any bodily injury or property damage sustained by the undersigned or the Participant through participation in the activities of Smudge. By signing below, the undersigned signifies acceptance that the terms and conditions in this Agreement shall be binding upon them and shall constitute a release by them of any and all claims, demands and causes of action whatsoever which they may have against Smudge, its successors, officers, agents or employees as a result of the undersigned or Participant's participation in the activities described.

COVID-19 WAIVER: SMUDGE LLC has put in place preventative measures to reduce the spread of COVID-19; however, SMUDGE LLC cannot guarantee that the undersigned and participant will not become infected with COVID-19. By signing this Release, the undersigned acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she and the participant(s) may be infected by COVID-19 by attending SMUDGE LLC and that such exposure or infection may result in personal injury, illness, permanent disability and death. By signing this agreement, the undersigned agrees to assume the risks and accept sole responsibility for any injury of any kind to him/her and to the Participant in connection with their attendance at SMUDGE LLC.

On my behalf, and on behalf of the participant(s) in my care, I hereby release, covenant not to sue, and hold harmless SMUDGE LLC, its successors, assigns, officers, agents, and employees of and from any claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating to attendance at SMUDGE LLC, whether a COVID-19 infection occurs before, during, or after attending the Art Project.

Photo/Video Release If you do not wish for your child to be photographed please mark a large X though this paragraph.

I grant permission to SMUDGE LLC and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release SMUDGE LLC and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

I HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AGREE TO BE BOUND BY THEM.

* Required

*PARTICIPANT'S (Child) NAME: _____

*PARTICIPANT'S (Child) AGE: _____ *PARTICIPANT'S (Child's) DATE OF BIRTH: _____

*LEGAL GUARDIAN'S NAME: _____

(if not legal guardian, write your name and relation to child)

*LEGAL GUARDIAN'S SIGNATURE: _____ *TODAY'S DATE: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____