**WAIVER OF LIABILITY AND INDEMNITY**

IN CONSIDERATION of being allowed to participate in **ZoUnique's Art Party** (collectively, the "Activities"), such opportunity afforded to me and my guest(s) of our free will, located at _____ _____ (referred to hereinafter as the "Property"); and in recognition of the possible injuries and/or accidents to which I or my guest(s)may voluntarily subject ourselves in participating in any of the Activities, I, the undersigned, _____ , being over the AGE OF EIGHTEEN (18) years, hereby acknowledge:

**1.** I have read and agreed to each and every item listed in the waiver. I knowingly, freely and voluntarily assume any and all risks of injury to myself or guest(s), including death or any other accident, all liability, whether from the Released Parties negligence, the negligence of others or otherwise including injuries arising from the use of alcohol or any substance, which affects my ability to function and loss or damage to my property, whether such risks are inherent to the Activities or not, while present at or around the Property, or while participating in the Activities or any activity incidental to the Activities on or around the Property.

**3.** It is my intention by signing this document to give up my right to sue and I knowingly, freely and voluntarily, for myself, my estate, my heirs, personal representatives and assigns, **WAIVE** any and all claims, demands, causes of action, suits in law and in equity of whatever kind or nature, arising as a result of my participation in any Activities, on or around the Property itself, from which any liability may or could accrue to any of the following persons or entities: **ZoUnique** or any of their family members, representatives, officers, directors, employees and/or agents (individually a "Released Party" and collectively the "Released Parties").

**4.** Accordingly, I hereby agree, for myself and my estate, my heirs, personal representatives and assigns, from the date of this Agreement, and forever hereafter. Should I, my estate, my heirs, personal representatives or assigns, institute any action against any of the Released Parties, I for myself and my estate, my heirs, legal representatives and assigns, hereby agree to pay all costs of such action, including attorney's fees incurred by the Released Parties.

**5.** I hereby agree on behalf of myself, my estate and my heirs, personal representatives, spouses, descendants, and assigns, not to sue or bring any claim, demand, cause of action (judicial or quasi-judicial), suits in law or in equity of whatever kind or nature, directly or indirectly, against any of the Released Parties relating to or arising out of any of the Activities described in this Agreement or from my presence on or around the Property.

**6.** I intend for this to be, and understand that this is, a legally binding Agreement and that but for this Agreement, the Released Parties would not permit me or any guests to participate in the Activities on or around the Property or any real property, premises, facilities, land, water or other property owned by any of the Released Parties.

_____

Host's Name

_____ _____

Host's Signature Date