## LIABILITY WAIVER AND RELEASE

By signing below, you understand, agree, warrant and covenant that you have been allowed to enter, and are voluntarily entering a private residence (and surrounding property) located at (the "Property"). While on the Property, you may provide certain services or engage in other activities permitted by the Property owner or their designated representatives (collectively, the "Activities"). Your activities to undertake the Activities is voluntary on your part and you are solely responsible for your actions in undertaking such activities. Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, you hereby agree as follows:

- 1. Waiver. You understand that participation in the Activities is potentially hazardous and you should not participate unless you are medically able and properly trained. Your participation in the Activities is done so knowingly and you freely assume all associated risks. Without limiting the foregoing, you acknowledge and agree that participation in the Activities carries with it certain inherent risks that cannot be eliminated completely, ranging from minor injuries to catastrophic injuries, including death. You understand and agree that in consideration of being permitted to enter the Property and participate in the Activities, you, your heirs, personal representatives and assigns do hereby release, waive, discharge and covenant not to sue the Property owner, their related business entities, relatives, employees, contractors, agents, representatives, successors and assigns (collectively, the "Released Parties") for any and all liability and damage arising from your participation in the Activities or otherwise in connection with your presence on the Property.
- 2. <u>Limitation of Liability: Disclaimer of Warranties</u>. The Released Parties shall not be liable for any direct, incidental, special or consequential damages, resulting from your participation in the Activities or your presence on the Property. The Released Parties expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability. fitness for a particular purpose or non-infringement.

## Confidentiality.

- (a) All information concerning the Released Parties and their business and personal activities, including, without limitation, the Released Parties' legal and financial affairs, the Released Parties' physical health, or the philosophical, spiritual or other views or characteristics of the Released Parties, along with any and all photographs, likenesses, tapes, films, videos and other recordings (including any negatives, prints or copies thereof) related thereto, regardless of how and when acquired, shall be deemed to be confidential, private, secret and sensitive information (collectively "Confidential Information"). Without in any way limiting the foregoing, under no circumstances will you divulge the details of you entering and being on the Property or engaging in the Activities by any means or through any media whatsoever, including witingut limitation, through photographs, video, blogging, "Tweeting" or posting any such information on any social media site.
- (b) Without limiting the generality of the foregoing, you shall not, without the Released Parties' prior written consent in each instance, publish, directly or indirectly, or cause or induce the publication of, any Confidential Information, including, without limitation, giving any interviews, making statements to the press, or writing, preparing or assisting in the preparation of any books, articles, programs, press releases or any other oral or written communications. You shall not remove, reproduce, summarize, copy, excerpt, distribute, sell, exploit or utilize in any name whatsoever any Confidential Information without the Released Parties' prior written consent in each instance.
- (c) All Confidential Information shall remain the Released Parties' or the Released Parties' signees' sole and exclusive property, free of any claim or interest by you or any third party on your behalf.
- (d) You hereby acknowledge that it would be extremely difficult, if not impossible, to ascertain the netary damages that would be caused by your breach of the terms hereof and therefore agree that any breach of foregoing confidentiality provisions shall be compensated by a payment of Five Million Dollars (\$5,000,000) and If be subject to injunction by any court of competent jurisdiction, without limitation of the other remedies to which Released Parties' may be lawfully entitled. In the event that the foregoing "liquidated damages" provision shall be unenforceable or in the event that you breach any other provision hereof, you understand that you shall be held for any and all damages suffered by the Released Parties.

- any and all damages, costs, claims or demands, including reasonable attorneys' fees, due to or arising from or relating to your breach of any term of this agreement.
- Applicable Law: Consent to Jurisdiction. The statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to your participation in the Activities, presence on the Property and this waiver. You agree that exclusive jurisdiction for any dispute with the Released Parties resides in the courts of the County of Los Angeles, State of California (or Federal Courts for the Counts of the County of Los Angeles, State of California) and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of Los Angeles, State of California (or Federal Courts for the Central District of California) in connection with any dispute including any claim involving the Released Parties.
- 6. Severability. You further expressly agree that this agreement and waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this agreement shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- 7. Photocopies/Electronic Signature. This waiver shall become effective upon delivery of an original, photocopied, or electronically transmitted (whether by facsimile, or in either a Tagged Image Format File (TIFF) or a Portable Document Format (PDF)) signature page that bears you signature.

BY SIGNING BELOW, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THE FOREGOIMG AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS, WHETHER CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF ANY OF THE PARTIES INVOLVED IN THE ACTIVITIES, THE PROPERTY, OR OTHERWISE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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ACKNOWLEDGED AND AGREED