**CANDY MACHE LLC  
RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

Candy Mache LLC (the “***Company***”) offers candy crafting parties and workshops. If you wish to participate or wish to have a minor child(ren) for which you are a parent, legal guardian, or are otherwise responsible participate in one or more candy crafting activities (the “***Activities***”), please sign this legally binding Release and Waiver of Liability and Assumption of Risk Agreement (the “***Agreement***”) on behalf of yourself, your minor children for which you are a parent, legal guardian, or otherwise responsible, your spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives.

1. ACKNOWLEDGMENT OF RISK: I recognize that there is an inherent risk of danger in engaging in the Activities, including, risks associated with equipment failure, burning, or allergic reactions. I also acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the Activities. I/we agree at all times to use all safety equipment provided by the Company. I acknowledge that no representation or warranty of any kind has been given to me/my children regarding the condition of any equipment that I/my children may use in connection with engaging in the Activities. I agree to (and will require my children to) strictly obey all rules and safety guidelines provided by the Company or its representatives.

2. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I understand that participation in the Activities involves risks and dangers, including by way of example and not limitation, dangers associated with exposure to hot glue guns and hot glue and working with small-sized candy and other objects. I confirm that I and my children are capable of participating in the Activities without risk to myself, my children or others. I and my children participate willingly and voluntarily and I assume ALL RISK OF AND full responsibility for personal injury, death, property damage or loss, accidents or illness (including burns and choking), and any expenses, including as a result of my/my children’s negligence or any action or omission, and as a result of the negligence of third parties, including Releasees (as defined below), whether such negligence is comparative or contributory.

3. RELEASE, INDEMNITY AND COVENANT NOT TO SUE: I fully and forever release, agree to indemnify, hold harmless and covenant not to sue: the Company and its respective affiliates, and their respective principals, directors, officers, shareholders, members, managers, representatives, agents, employees, contractors and volunteers, successors and assigns, and each and every land owner, municipal and/or government agency upon whose property an activity is conducted (collectively, “***Releasees***”), from any and all injuries (including death), losses damages, expenses and any other liability of any kind directly or indirectly arising out of, relating to, or in connection with my/my children’s participation in the Activities, to the fullest extent permitted by law (except that which is the result of gross negligence or willful misconduct).

I promise, on behalf of myself and my heirs and beneficiaries, not to sue any of Releasees for any of the claims or causes of action that might arise from the Activities. I ALSO PROMISE TO INDEMNIFY AND DEFEND the Releasees against any and all claims arising from the Activities, including claims for their own negligence. In accordance with this promise, I will reimburse Releasees for any damages, reasonable settlements, and defense costs, including attorney’s fees, that they incur because of any such claims made against them.

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activities and the matters discussed herein. Nevertheless, I intend to fully and completely waive and release the Releasees from all such unknown matters and claims.

In addition, and their licensees and assignees would like to take photos during the Activities to be used on promotional materials, printed and online (including the website & social media) to promote the Activities offered by Candy Mache LLC. I grant and the Releasees to use my and/or my children’s image, photograph, (collectively, "***Likeness***") and to reproduce, edit, distribute, publicly display, and otherwise use such Likeness(es) in perpetuity in whole or in part in connection with any advertising and promotional materials, in all media, including brochures, web sites, mobile applications, social media, e-mail promotions, posters, without further consent, notice or payment of any kind. I acknowledge and agree that the Company is the sole and exclusive owner of all content, images, recordings, information and materials, including all creative assets, and any and all intellectual property rights therein, provided or created by Releasees (or any of their representatives or contractors) hereunder and in connection with the Activities, including photos created by any Releasee in connection with the Activities. I acknowledge that the Releasees are not required to use my Likeness or the Likeness of my children.

4. MISCELLANEOUS: This Agreement will be governed by the laws of the State of Washington, without regard to its conflict of law provisions. This Agreement may not be modified in any way. If any one or more of the terms hereof is found to be unenforceable or invalid, such finding will not affect the other terms and provisions, which will remain binding and enforceable. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter hereof.

**I UNDERSTAND THAT BY SIGNING BELOW: (1) I HAVE ACCEPTED AND AGREED TO THIS AGREEMENT, WHICH CONTAINS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES ME OF THE RIGHT TO SUE CERTAIN PARTIES; (2) I ACCEPT THE INHERENT DANGERS AND RISKS THAT ARISE FROM PARTICIPATION IN THE ACTIVITIES, WHICH MAY OR MAY NOT BE READILY FORESEEABLE, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH; AND (3) I HAVE READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY AGREE TO ITS TERMS WITHOUT ANY INDUCEMENT. I INTEND FOR THIS RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.**

**I certify that I am over the age of majority (18 years of age or older in most states)**

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SIGNATURE DATE SIGNED

NAME

PARTICIPANT NAME (if minor child)

ACTIVITY DATE - EVENT

ADDRESS:

E-MAIL ADDRESS: Phone Number: