

ARTlanta Studios Waiver

For this Agreement, the term "ARTlanta Studios" refers to ARTlanta Studios LLC, Knot Posh LLC and any affiliated venues, clients, vendors, instructors, staff, or partners ARTlanta Studios LLC has an agreement with pertaining to the organization of the Event for which this Agreement is signed.

1) ABILITY TO SIGN AND NO DURESS

I certify that I am not in the care of a guardian or ward, considered a dependent, or other status that would disqualify me from signing a contract on my behalf and that I am legally qualified to enter into and bind myself to the terms of this Agreement.

I further certify that:

- I am at least eighteen (18) years of age and able to show valid government ID if requested. I am physically, emotionally, and mentally able to participate in the Event.
- I am not under the influence of any drug or substance, controlled or otherwise, that may alter my physical, emotional, or mental fitness or competence in any way. This includes but is not limited to prescription or over-the-counter medication, alcohol, or recreational drugs.
- I am participating in the Event and signing this Agreement voluntarily and am under no pressure or duress to sign this Agreement
- I have been given and had ample time and opportunity to review this Agreement and understand its terms.
- I am free to have my own legal counsel review this Agreement if I desire.
- I am not relying on any oral or written statements made by ARTlanta Studios or its employees or representatives other than what is set forth in this Agreement.

2) ASSUMPTION OF RISK

I fully understand acknowledge the inherent risks and dangerous nature of the practice of Shibari, rope bondage, or the application of implied restraint of any kind to the body of myself or others and/or the potentially dangerous environment created by the practice of Shibari, rope bondage, or the application of implied restraint of any kind to the body of myself or others. I understand that I will be participating in activities that involve rope and other equipment, and that those activities may cause serious loss of important bodily function, permanent disability, or death and may cause severe social or economic loss due not only to my action, inaction, or negligence, but the action, inaction, or negligence of others or the condition of the premises or equipment used.

I assume full responsibility and liability for any injury, loss, or damage to myself, members of my party, or any others resulting from my participation in the Event and/or use of ARTlanta Studios's facilities, equipment, property and/or services whether resulting from the fault or actions of myself or other parties.

3) RELEASE

I hereby release from, waive, and discharge all actions claims or demands that I, my assignees, guardians, heirs, insurers, legal representatives, or any other interested parties known or not known have or hereafter have for damage or losses on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence or other acts of ARTlanta Studios, its subsidiaries, shareholders, directors, officers, employees, agents, insurers, representatives, legal representation, or any other parties known or not known, as a result of my participation in the Event and/or use of the facilities, equipment, property, and/or services of ARTlanta Studios.

4) INDEMNIFICATION

I agree to indemnify and defend ARTlanta Studios against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in the activities or Event and/or use of the facilities, equipment, property, and/or services of ARTlanta Studios.

5) FEES

I agree to pay all applicable fees assessed by ARTlanta Studios for admission to Events and/or the purchase of goods or services. Further I agree to pay for all damages to the facilities and/or equipment of ARTlanta Studios caused by the action, inaction, or neglect of myself or members of my party.

6) PREREQUISITE SKILLS AND TRAINING

I understand that certain activities involving rope, bondage, or implied restraint in general should not be attempted without prior training and sufficient skill. These activities include but are not limited to partial or full suspension and compression on sensitive areas.

I certify that I have adequate training, practice, and skill to perform all activities that I may participate in or attempt to participate in. I agree to inspect any equipment of my own or that of ARTlanta Studios before use to ensure its ability to perform its intended task.

7) PHOTOGRAPHY

If I choose to use any device including but not limited to cameras, phones, camcorders, or other recording devices, to make media recordings of any type, visual or otherwise, I agree to not capture the image or likeness of anyone who has not given expressed explicit consent to appear in my images or media recordings. Should I discover an image or media recording containing the image or likeness in part or in full of someone who has not given expressed explicit consent to appear in my images, I will delete or alter the image or media recording to completely remove their image or likeness in full.

I agree to forego using any pictures, videos, or any other media recorded that originated from or was taken in, on, or around any ARTlanta Studios premises or during any Event for any lawful or unlawful use that would directly or indirectly infringe upon ARTlanta Studios's proprietary rights or damage its reputation in any way. This includes, but is not limited to, using any recorded media such as photographs, videos, or audio recordings for any personal or professional monetary gain, for any personal or professional promotional purposes, for any advertising purposes, for any defamatory or derogatory statements or messages against ARTlanta Studios and/or its affiliates, or for any other type of use that would cause public confusion as the the proprietary ownerships of ARTlanta Studios' business operations.

I hereby grant permission to the rights of my image, likeness, and sound of my voice on recording(s) as recorded without payment or any other consideration of any kind. I understand that my image, likeness, or voice may be taped, edited, copied, published, or distributed and I waive my right to inspect or approve the finished product wherein my likeness appears.

8) APPLICABLE LAW AND ARM'S LENGTH

Any legal or equitable claim that may arise from participation in the Event shall be resolved under the laws of the State of Georgia.

This Agreement and each of its terms are the result of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9) SEVERABILITY

The Undersigned expressly agrees that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as allowed by the law

of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the remainder of the Agreement shall, notwithstanding, continue in full legal force and effect.

10) DISPUTE RESOLUTION

The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the Parties are unable to resolve a dispute, the Parties agree to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation does not resolve the dispute, then the Parties may proceed to seek alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11) ACCEPTANCE

By attending any class, booking, appointment, meeting or other event hosted by ARTlanta Studios or any of its affiliates, I certify that I have carefully read and understand the above Agreement and had ample opportunity to get clarification on questions I have. I further certify that:

- I am at least 18 years old and not under the influence of any substance-induced impairment and am signing of my own free will.
- I agree to participating in the Event fully knowing the risks and conditions involved and do hereby release ARTlanta Studios, Knot Posh LLC and anyone involved with it from any liability arising from my participation in the Event and am doing so voluntarily and of my own free will.
- I agree to only take pictures/video of someone after asking for and receiving their consent to appear in my picture/video.
- I certify I have adequate training/practice/skill to perform any activities I may participate in and am participating at my own risk of my own free will.
- I understand that this Agreement is in effect for this and any future Events I may participate in.