

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in the speed dating service (the "Activity") offered by SCV SPEED DATING, a California general partnership (the "Company") at _____ (the "Premises"). In consideration of being permitted by the Company to enter the Premises and participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release").

Recitals

WHEREAS, I desire to attend and participate in speed dating services and activities;

WHEREAS, the Company provides speed dating services and activities at different locations throughout the Santa Clarita Valley;

NOW THEREFORE, in consideration of and recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this Release.

1. Eligibility.

(a) **Age Requirement.** I understand that to use this service I must be 18 years of age or older. I have the requisite power and authority to enter into this Release. I understand that there are no exceptions to this eligibility rule.

(b) **Convictions.** I hereby represent and warrant that I have not been convicted of, or pled guilty to, any offense relating to violence or any offense under 18 USC § 2261A (the Interstate Stalking Act), nor have I been convicted of, or pled guilty to, any violent crime or felony offense, including but not limited to assault, battery, any crime of a sexual nature, or of any of the anti-stalking laws of the State of California. I understand that if at any time I become convicted of such an offense, that I must immediately notify Company and simultaneously cease from attending any Activity.

2. Assumption of Risk. I am aware and understand that I am attending the Activity at my own risk. I acknowledge that the risk may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that while the Company has implemented measures to reduce the risk of injury from the Activity, the Company cannot guarantee that I will not be injured or suffer damages from the Activity while on the Premises or during my participation in the Activity, or by conduct that results following the Activity whether by my own actions or the actions of others. **NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

3. Limitation of Liability. I understand the Company is not responsible for any expenses that I may incur related to the Activity. I agree and understand that the Company is not responsible for any personal items I may bring to the Activity, including but in no way limited to, items such as purses, wallets, keys, phones, clothing, etc. I represent and agree I am solely responsible for any and all personal items. I further understand and agree to expressly waive any and all claims that could arise from any expenses incurred, or any damage, accident, or injuries arising from, or related to, my own personal travel to or from the Activity. I therefore hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, directors, manager(s), employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**") on account of personal or psychological injury, illness, pain, temporary or permanent suffering, disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release do not extend to claims for gross negligence, willful misconduct, or any other liabilities that California law does not permit to be released by agreement.

I understand that by signing this release, I am waiving any and all claims of any kind arising out of or attributable to my engaging in the Activity including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Initials

4. Participation.

(a) **No Refunds.** I understand that the Company maintains a no cash refund policy. However, in situations where warranted, in which I understand Company has full and absolute discretion, I may be allowed to use a credit from the current Activity for another Activity or transfer my credit to another individual. However, I understand that under no circumstances will a refund be issued if I do not match with someone during the Activity.

(b) **No guarantee.** I understand that the Company is unable to guarantee that by my participation in the Activity that I will be successful or find a match. I further understand that the Company will not issue refunds in the event that I am unsuccessful and/or do not find a match during the Activity, nor will the Company allow me to transfer

my credit to another Activity or individual in the event I am unsuccessful and/or do not match with someone.

(c) **Health.** I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. I will also follow all instructions, recommendations, and cautions of the Company at all times while on the Premises or during the Activity. If at any time I believe conditions to be unsafe or I am no longer in proper physical condition to participate in the Activity I will immediately discontinue further participation in the Activity and will notify Company and the staff at the Premises immediately.

(d) **Outside Communication.** I understand, covenant, and agree that any interaction that occurs outside the Activity, whether on or off the Premises, is entirely at my own risk and sole discretion. This includes but in no way is limited to, further correspondence with any other participant in the Activity whether by phone, email, social media, etc., as well as any further in-person encounters with other participants.

(e) **Non-Solicitation.** I understand, covenant, and agree that the Company is providing a speed dating service and that I am not to use the Activity to solicit other participants' business or to buy/sell products or services through the Activity or on the Premises.

(f) **Hate Speech.** I understand and agree that I will not use or promote illegal or unlawful hate speech, pornography, exploitation of, or harm to minors, or any abusive, threatening, or obscene speech, or promote any other violation of federal, state, or local laws or regulations. I further understand that this type of behavior will not be tolerated, and I may be terminated from the Activity immediately if I violate this provision 4(d) and may be permanently prohibited from returning for any future Activity at the sole discretion of the Company.

(g) **Photo/Video Consent & Release.** I hereby freely and voluntarily grant Company the permission and right, in respect to photographs and/or videos that it will take or will have taken of me in which I may be included with others, to copyright the same, in its own name or otherwise, to use, re-use, publish, and re-publish, and otherwise reproduce, modify and display the same, in whole or part, individually or in conjunction with other photographs, and in conjunction with any other copyrighted matter, in any and all media now or hereafter known, including all social media platforms, for illustration, promotion, art, advertising and trade, or any other purpose whatsoever; and to use my name in connection therewith if it so chooses and without compensation to me. I hereby release and discharge Company from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation, any and all claims for libel and/or invasion of privacy. Company may sell, assign, license or otherwise transfer all rights granted to it hereunder. This authorization and release shall also inure to the benefit of the legal representatives, licensees, and assigns of Company. I represent and warrant that I am of legal age and have the right to contract in my own name. I have read the foregoing and fully understand the contents of this Photo/Video Consent & Release.

Initials: _____

Alternatively, by initialing below, I hereby **opt out** of the Company's ability to use my photo and/or video in any fashion as described above.

Initials: _____

5. Indemnification. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees in a final judgment arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

6. Restrictions. I understand that Company is under absolutely no obligation to enforce this Release against any other participant in the Activity. I further understand that if I believe another individual has violated a provision under this agreement, I am encouraged to let the Company know. However, I understand that the Company has reserved the right to investigate and to appropriate action at Company's sole discretion.

7. Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Release shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

8. Entire Agreement. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Los Angeles, California and I hereby consent to the exclusive jurisdiction of such courts.

9. Severability. I agree that this Release is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

10. Headings and Interpretation. The headings in this Release are for reference only and shall not affect the interpretation of this Release. This Release shall be construed without

regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

11. No Third-Party Beneficiaries. This Release is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon/relating to this Release, shall be instituted in any United States federal court or state court located in the state of California in the County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

13. Amendment and Modification. I understand that from time to time, this Release may be amended, modified, or supplemented by an agreement in writing and signed by me.

14. Termination. I understand that if I fail to abide by the terms and conditions contained herein, as well as other Company rules that may apply to the Activity, that my participation in the Activity may be terminated, and I may be asked not to return for any future Activity.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Address:

Date: _____