

**\*\* THIS IS AN IMPORTANT DOCUMENT READ Carefully \*\***

**Waiver of Liability, Assumption of Risk and Indemnity Agreement**

**Guest:** \_\_\_\_\_ (print full name)

**Location:** TWiT Eastside Studio, 1351B Redwood Way, Petaluma, CA 94954 (the "Eastside Studio")

**Date of Visit:** \_\_\_\_\_

This **Agreement** is made in connection with Guest's desire to visit and tour the Eastside Studio (the "**Visit**"). Guest's agrees his or her participation in the Visit is voluntary. Guest acknowledges that the Eastside Studio is an active and functioning studio and office with a broad range of equipment, wiring and furniture. "**Activities**" means each and every activity arising from or related to the Visit.

The **Released Parties** means TWiT LLC, a Delaware limited liability company, together with its officers, employees, members, managers, and agents.

NOW, THEREFORE, in consideration of the foregoing recital and mutual covenants and conditions contained herein, Guest hereby agrees as follows:

1. Assumption of Risks. Guest acknowledges the Activities are inherently dangerous and, fully realizing the dangers of participating in the Activities, fully assumes the risks associated with such participation.

2. Waiver. In consideration of being permitted to participate in the Activities, Guest, personally and for his or her successors, assigns, heirs, executors, administrators and personal representatives, does hereby release, waive, discharge, and covenant not to sue, each Released Party from any and all claims, demands and liability arising from or related to his or her participation in the Activities including, but not limited to, the negligence of each Released Party resulting in personal injury, accidents, or illnesses (including death) and property loss.

3. Indemnification and Hold Harmless. Guest further agrees to indemnify, defend and hold harmless each Released Party from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and expenses, arising from or related to his or her participation in the Activities and to reimburse each Released Party (as applicable) for any such expenses incurred.

4. Scope of Release. Guest HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. GUEST IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND IS EXPRESSLY INTENDED TO COVER AND INCLUDE ALL CLAIMS, KNOWN OR UNKNOWN, WHICH CAN OR MAY EVER BE ASSERTED BY GUEST OR HIS OR HER SUCCESSORS arising from or related to GUEST'S PARTICIPATION IN THE ACTIVITIES, OR THE EFFECTS OR CONSEQUENCES THEREOF. ALL CLAIMS OR RIGHTS PURSUANT TO SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA ARE HEREBY EXPRESSLY WAIVED. PARTICIPANT UNDERSTANDS THAT SECTION 1542 PROVIDES:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor"

5. Future Visits. Unless the a Released Party enters into a subsequent written agreement with Guest, this Agreement applies to all visits by Guest to the Eastside Studio subsequent to the Date of Visit set forth above.

6. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

7. Integration; Binding Effect. This Agreement constitutes the entire understanding and agreement of the parties hereto relating to the subject matter hereof and supersedes all prior agreements or understandings of the parties hereto, whether written or oral. This Agreement is binding on and inures to the benefit of the parties hereto, and their respective successors, assigns, heirs, executors, administrators and personal representatives.

8. Attorney's Fees. In any action or proceeding arising from this Agreement, the prevailing party or parties are entitled to reasonable attorney's fees in addition to all other recoverable costs and damages.

9. Governing Law, Venue. This Agreement is governed by the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California. The parties consent to the exclusive jurisdiction and venue of the California state courts for the County of Sonoma or the U.S. District Court for the Northern District of California.

10. Acknowledgment of Understanding. Guest acknowledges and agrees that he or she is signing this Agreement freely and voluntarily, and intends by his or her signature for this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

IN WITNESS WHEREOF, Guest (and Parent or Legal Guardian, if applicable) has executed this Waiver of Liability, Assumption of Risk and Indemnity Agreement as of the date first set forth above.

**PARTICIPANT:**

\_\_\_\_\_  
Print Name of Guest and Age (as of the date signed)

\_\_\_\_\_, 2018  
Date

\_\_\_\_\_  
Signature of Guest

If Guest is a minor person under 18 years of age, the undersigned Parent or Legal Guardian, as the case may be, agrees as follows: I have read, fully understand, and agree to the terms of this Waiver of Liability, Assumption of Risk and Indemnity Agreement on behalf of Guest, and I agree to assume responsibility for Guest's safety. I warrant and represent to each Released Party that (i) I am the Parent or Legal Guardian of Guest; and (ii) Guest possesses the requisite skills and physical fitness to participate in the Activities.

---

Print Name of Guest's Parent or Legal Guardian

---

Signature of Parent or Legal Guardian