



Waiver

Participant Agreement, Release and Assumption of Risk

In consideration of the services of The Smiley Manse, LLC, and Jennifer Nelson Artists, Inc, and their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Smiley Manse Retreats"), I hereby agree to release, indemnify, and discharge Smiley Manse Retreats, on behalf of myself, and on behalf of (as applicable) my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, as follows:

1. I acknowledge and assume all risks associated with any Smiley Manse Retreats event that I participate in and while I am on property owned or controlled by Smiley Manse Retreats (each, a "Retreat"), including participation in art and related activities, whether indoors, or outdoors.

The risks include, among other things: Health and physical reactions (including allergic reactions) to art supplies or materials utilized at a Retreat (whether or not supplied by Smiley Manse Retreats); collision with other participants or other objects; falling down; my own or others' negligence; and objects or conditions on the surface of the grounds where a Retreat takes place that may cause me to fall; injuries, abrasions, and bruises.

2. I expressly agree and promise to accept and assume all the risks while on the grounds of Smiley Manse Retreats and while participating in a Retreat, including, but not limited to death, bodily injury, property damage, or any other loss, damage or any inconvenience whatsoever, arising from my participation at a Retreat. My participation at a Retreat is purely voluntary, and I elect to participate in spite of any risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Smiley Manse Retreats from any and all claims, demands, or causes of action, which are in any way connected with my

participation in a Retreat or my use of Smiley Manse Retreats' equipment, materials or facilities, including any such claims which allege negligent acts or omissions of Smiley Manse Retreats.

4. Should Smiley Manse Retreats or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. In the event that I file a lawsuit against Smiley Manse Retreats, I agree to do so solely in the state of Vermont, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. I grant full permission to Smiley Manse Retreats to use photographs, videos and other types of recordings of me in advertising, trade or any commercial purpose in legitimate accounts and promotions of a Retreat. I waive the right to inspect versions of my image used for publication or the written copy used in connection with the images.

By signing this agreement, I acknowledge that if I or anyone is hurt or property is damaged upon participating in a Retreat or while on the property of Smiley Manse Retreats, I may be found by a court of law to have waived my right to maintain a lawsuit against Smiley Manse Retreats on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire agreement. I have read and understood it, and I agree to be bound by its terms.

Participant Signature:

Date / /

Print Name:

retreats@the-smiley-manse.com

the-smiley-manse.com