INSTORE MERCHANDISERS, LLC

WAIVER AND RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

This release of liability and waiver of certain legal rights in consideration for my being permitted to participate in the activities of INSTORE MERCHANDISERS, I agree to the following Waiver and Release:

I acknowledge that working has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a retail environment. I UNDERSTAND THESE RISKS, HAZARDS, AND DANGERS WITHOUT LIMITATION.

I am performing work as an independent contractor for the INSTORE MERCHANDISERS, for which I receive payment for my services. I acknowledge that INSTORE MERCHANDISERS insurance policy does not cover any damages of property or injuries to myself or to others caused by my activity during the time that I am performing work. I am aware that INSTORE MERCHANDISERS insurance policy does not cover my activities while performing services such as merchandising. Furthermore, I accept responsibility for any damage or personal injury that may result from the performance of my services, and if I choose not to obtain my own insurance. If I do obtain my own insurance policy to cover my activity, I will provide a copy to the offices of INSTORE MERCHANDISERS.

PLEASE INITIAL\_\_\_\_\_\_\_\_\_\_\_

I, for myself, my heirs, successors, executors, and subordinates, hereby KNOWINGLY AND INTENTIONALLY WAVE AND RELEASE INDEMNIFY AND HOLD HARMLESS INSTORE MERCHANDISERS, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIEGENCE, of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me of my property as a result of my engaging in these activities or the use of these service, and equipment, whether such damage, injury, paralysis, or death results from, negligence of INSTORE MERCHANDISERS, or from some other cause. I, for myself my heirs, my successors, executors, and subordinates, further agree not to sue INSTORE MERCHANDISERS as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of INSTORE MERCHANDISERS.

PLEASE INITIAL\_\_\_\_\_\_\_\_\_\_\_

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

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