

## **LIABILITY WAIVER AND RELEASE THE PIXEL EXPERIENCE, LLC**

Each individual (“**Participant**,” also referred to as “I” or “me”) entering the facility (“**Facility**”) operated by The Pixel Experience, LLC (“**Company**”) for the purpose of touring the facility and/or using the facility for taking photographs and videos and any and all other related activities (mutually, “**Activity**”) must read and check the box for this Liability Waiver and Release (**Agreement**). Participant’s parent or legal guardian must also read this Agreement.

In consideration for being allowed to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (and my parent or legal guardian) agree as follows:

1. **Voluntary Participation.** I understand that my participation in the Activity is strictly voluntary and entirely at my own risk. I acknowledge that my consent to the terms set forth in this Agreement is material inducement for Company to allow me to participate in the Activity, and Company would not do so in the absence of my consent as evidenced by my checked box.

COVID 19 – I acknowledge and understand that participation includes possible exposure to and illness from infectious diseases including, but not limited to COVID-19. While particular rules and personal discipline may reduce the risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of Released Parties. I hereby further agree to indemnify and hold harmless The Pixel Experience, its owners, staff and employees from any loss, liability, damage or cost they may incur arising out of or related to illness or death of me or any persons I purchased a ticket for.

2. **Risk of Personal Injury.** I am aware of the risks associated with participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location. Nonetheless, I assume all risks, either known or unknown to me, of my participation in the Activity.

3. **Waiver and Release.** On behalf of myself and my successors, assigns, heirs, devisees, estate, and executors (collectively, Successors), and to the fullest extent permitted by law, I unconditionally and forever release, waive, covenant not to sue, agree to hold harmless, and discharge Company and its affiliates and subsidiaries, along with each of their officers, directors, employees, agents, and contractors and Company’s landlord (collectively, Released Parties), from all claims, judgments, costs, damages, losses, expenses, and liabilities, whether arising under a theory of contract, warranty, negligence, strict liability, product liability, or any other theory, relating to any claim I may have now or in the future with respect to any death, disability, personal injury, property damage, property theft, pecuniary or other loss, damage, cost, or expense, including reasonable attorney’s fees (collectively, Damages), that may be suffered by me or any third party as a result of the Activity, any use by Company of my name, visual likeness, or biographical data, or in connection with my acceptance of, participation in, or inability to participate in the Activity, even if the Damages are caused solely by the

I specifically understand that Company and Released Parties are not insurers of my conduct, and I agree that this Agreement will prevent me and my Successors from bringing a lawsuit, claim, or other action against Company and Released Parties and from recovering any money damages, or other legal relief from Company and Released Parties in connection with any claims for Damages related to the Released Claims. The Company can not be held responsible for any damages or injuries occurred in the building or outside the building in the surrounding areas.

4. **Indemnification for Minor.** My parent or legal guardian, by the check box, agrees to indemnify, defend, and hold harmless Company and Released Parties from and against all claims, costs, losses, damages, and expenses (including reasonable attorney's fees) incurred by Company and Released Parties arising out of or in connection with any Released Claims.
  
5. **Consent to Medical Treatment.** I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illnesses during my participation in the Activity. I agree to pay for all costs related to medical response, treatment, and transport on my behalf. I further warrant and represent that I have health, accident, and life insurance (**Insurance**) adequate for my needs and that the Insurance provides coverage with respect to participation in the Activity.
  
6. **Damage Caused by Participant.** If any damage to equipment or facilities where the Activity occurs is a result of my willful actions, neglect, or recklessness, I agree to be held liable for all costs associated with the damage.
  
7. **Consent to Use Likeness.** I give permission irrevocably and in perpetuity to Company and Released Parties to use, adapt, reproduce, distribute, display, and publicly perform my name, visual likeness, writings, and biographical data, in whole or in part, in connection with the promotional or marketing activities of Company and Released Parties without additional compensation to me. I understand that my name, image, and visual likeness may be recorded by various means, including but not limited to still photography and video (**Released Likeness**). I waive to the fullest extent permitted by law any causes of action in law or in equity I may have now or in the future against Company or Released Parties for libel, slander, invasion of privacy, copyright or trademark infringement, violation of the right of publicity, or false light arising out of or in connection with Company's or Released Parties' use of any Released Likeness. I agree that all aspects of any Released Likeness are owned by Company and that Company may copyright any material containing the Released Likeness. If I receive any copy of material containing the Released Likeness, I will not authorize its use by any other party.
  
8. **Content Created.** Any and all content created at Company is not owned or associated with Company. I affirm (and my parent or legal guardian also affirms) the right including but not limited to photographs, videotapes, and/or recordings me and/or my child.

9. **Commercial Use Prohibited.** All artwork, installations, and designs (collectively, “**Intellectual Property**”) are the property of Company and intended solely for the personal use of Participant and are protected under copyright and other applicable laws. Participant agrees not to use any photograph, video, or other image containing the Intellectual Property for any commercial use without the prior written consent of Company.
10. **General Conditions.** This Agreement should be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any court of law finds any provision of this Agreement to be unenforceable in any respect, it is my intention and understanding that the court will nonetheless enforce this Agreement to the maximum legal extent. To the extent permitted by applicable law, I waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Company or Released Parties under this Agreement. This Agreement is governed by the laws of South Carolina, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Greenville County, South Carolina, with respect to any Released Claims, and I agree not to commence or prosecute any claim in any other court or jurisdiction.
11. **Acceptance by Participant.** I affirm (and my parent or legal guardian also affirms) that I am freely checking the box for this Agreement as an acceptance of the terms and conditions of this Agreement. I certify that I have read this Agreement, that I fully understand its content, and that this Agreement cannot be modified orally. I am aware that this is a release of liability and a contract and that I am checking it of my own free will. The company and its staff reserve the right to refuse entry or removal from The Pixel Experience due to intoxication, disruptive behavior or conduct. **All tickets are Non refundable but you may reschedule up to 48 hours prior to your scheduled reservation.**