**MELANGE MIXEUR, LLC,**

**PARTICIPATION, RELEASE AND WAIVER OF LIABILITY AGREEMENT**

 THIS GENERAL PARTICIPATION, RELEASE AND WAIVER (the “Agreement”) is made and entered into, freely and voluntarily, by and between **MELANGE MIXEUR, LLC** (hereinafter “**Releasee**”) on the one hand, and (hereinafter, “**Releasor**”) on the other hand, each individually referred as a “Party” and collectively referred to as the “Parties”.

1. In consideration of the benefits received as a participant in “Melange Mixeur” events, where participants enjoy the activities of mixing and creating their own health and beauty products (the “**Activity**”), I, the Releasor, for myself, my heirs, personal representatives and assigns, now and forevermore **do hereby release, waive, covenant not to sue and discharge COSMO ATELIER, LLC, and or MELANGE MIXEUR, LLC, its trustees, officers, directors, agents, representatives, consultants, advisors, attorneys, employees or subcontractors, successors and assigns from any and all claims and liabilities of any nature, including negligence, resulting in personal injury, accidents, illnesses (including death) and property loss or damage arising from my voluntary participation and association with Releasee**.

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1. I understand my participation in the Activity association with Releasee may carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Such risks may include, but are not limited to: mechanical equipment failure, fire, smoke, wet/slippery surfaces, working with dangerous or hazardous chemicals and substances, skin irritation, allergic reactions, and the like. **I acknowledge and appreciate these and other inherent risks which may not be listed here, and hereby assert that my participation and association with Releasee is voluntary, and I knowingly assume all risks**. \_\_\_\_\_\_\_\_\_\_ Initial Here
2. I also agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasee** and its trustees, officers, directors, agents, representatives, consultants, advisors, attorneys, employees or subcontractors, successors and assigns from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my voluntary participation in the Activity hereunder and to reimburse them for any such expenses incurred.

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1. I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. \_\_\_\_\_\_\_\_\_\_

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1. I understand that COSMO ATELIER, LLC, and or MELANGE MIXEUR, LLC does not insure participants in the above-referenced activity, and participants who want to be covered must obtain their own insurance. I further understand that in some instances participants (including myself) who are of legal age may consume alcohol while participating in the Activity, and that COSMO ATELIER, LLC, and or MELANGE MIXEUR, LLC assumes no liability or responsibility for the actions, inactions, injuries, claims, suits, illnesses (including death), loss (including personal property), accidents, negligence or damages of nature and kind whatsoever occurring as a result of intoxication. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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6. I hereby grant permission to COSMO ATELIER, LLC, and or MELANGE MIXEUR, LLC, and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release COSMO ATELIER, LLC, and or MELANGE MIXEUR, LLC**,** and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview or group discussion, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

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**ACKNOWLEDGEMENT: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I have the right to have this agreement reviewed by an attorney of my choice, and at my own expense, prior to signing. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

 SIGNED BY RELEASOR:

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 Signature

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 Print Name

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 Date