

## **Release of liability & Terms & Service Agreement**

Doing business as Mermaid Kariel (the “Seller”), and \_\_\_\_\_, (the “Buyer”), for valuable consideration hereby agree on to the following terms.

Our terms of service agreement has been created and put into place to provide our clients with important information that they should expect when working with our company. When ordering a custom product, it is important to know and understand what responsibilities the seller and buyer have in the transaction. Client agrees to these terms and that they will read through the terms stated below upon submitting their order through our online store, which can be viewed at [www.MermaidKariel.com](http://www.MermaidKariel.com)

### **Price and Terms of Payment**

MermaidKariel LLC hereby agrees to provide custom-made mermaid tail or tails and any other product as agreed upon by MermaidKariel LLC and the client whom purchases from our website. A sample of said tails and products can be viewed throughout our online store Mermaidkariel.com. Payment in full is due upon the acceptance of this agreement with submitted completed order to MermaidKariel LLC. The Total Due is displayed during the checkout process on our online store. Under no circumstances will delivery be made without payment in full. Personal checks are accepted if you prefer to mail in your payments. Payment may be made by credit card such as Visa, American Express, Master or Discover Card or PayPal through our website during the checkout process on our website. After entering credit card information, client understands they have purchased a non-refundable, custom-made product (explained below).

### **Client Authorization**

Client agrees that he or she is at least 18 years of age and have authority to charge the credit card which they are using to purchase a custom made product from our website.

**Product Production Time** Production times may vary with our custom-made mermaid tails and or other products produced and created by our company. MermaidKariel LLC has created estimated production times for each product which the company creates listed on each item available in the online store. MermaidKariel LLC is not responsible any product that may be explained as late or overdue. Late or overdue product is explained further below in this terms and service agreement. Below are the standard expected production and shipping times:

Estimated production time for mermaid tail products to be manufactured and shipped UPS, Fed Ex or USPS is stated below:

- Realistic, one of a kind, hand painted tail or item: 60 days after the acceptance of this Release of Liability & Terms of Service agreement, a signed approval on our Tail Design Contract, properly completed and submitted order and payment in full.

## **Shipping and Handling**

Shipping and handling costs are the full responsibility of the customer. Shipping methods are selected by the customer during the checkout process on our website. MermaidKariel LLC can use shipping companies such as UPS, FedEx, and USPS. All orders will be shipped UPS Ground, unless otherwise discussed between MermaidKariel LLC and the customer. UPS Ground shipment can take anywhere between 1-14 days in the USA. MermaidKariel LLC does not guarantee shipping times provided by selected shipping provider. MermaidKariel LLC ships worldwide. Client is responsible for all shipping costs and or any additional import or export taxes to and from the USA and all other duties, fees and tariffs. MermaidKariel LLC is not responsible for sending products to an incorrect address. The client is asked for their exact shipping address during the checkout process on our website.

### **Refunds or Exchanges**

Due to the intimate nature and custom-made production of these garments, returns are not possible. Client understands that, as the website states, our mermaid tail or tails and or any other product can take damage with misuse. MermaidKariel LLC is not responsible for damage to the tail after it is received. Our mermaid tail products and or accessories are Non-Refundable. Some damages can be repaired for a repair fee, but due to the nature of the design, repairs are not always an option.

Once a entertainment service is paid for there are no refunds and we may not be able to accommodate time or location

changes. Please have a covered location for the mermaid in case of bad weather such as rain.

## **Custom Sized Products**

On the online ordering pages the Client gives sizes, therefore MermaidKariel LLC is not responsible for wrong sizes if the client adds to, subtracts from or otherwise miscalculates the measurements required. If the item is ordered via an auction such as eBay or any other pre-made tail sale option we may provide, the client understands that the tail was not made specifically for them with their measurements and therefore, MermaidKariel LLC is not responsible for incorrect sizes or items that do not fit properly. All customizations will be met to the best of the company's ability and understanding of your needs. MermaidKariel LLC will not be held responsible for misconstrued information or customization requests not clearly made. MermaidKariel LLC has the right to turn down customization requests. MermaidKariel LLC may contact client if supplied measurements are not in accordance with what we require.

## **Material Information and Warning**

Please be warned that items purchased may contain silicone, neoprene, and or other types of rubber materials. Mermaid tails and or tops may cause allergic reactions if wearer has allergies to silicone, neoprene or other types of rubber materials. MermaidKariel LLC is not responsible for any skin allergies or reactions known or unknown from any of our products.

Many products have sequins and other small embellishments. These are choking hazards. Buyer is aware of this risk and understands this risk.

There is no warranty that the chemicals and/or supplies used to create our mermaid tail products is merchantable or that they are fit for its particular purpose.

MermaidKariel LLC is not responsible for internal or external health symptoms due to cured, improperly cured, and/or uncured chemicals and/or materials associated with our silicone and or caulking products.

MermaidKariel LLC is not responsible for (mold)

MermaidKariel LLC skin care products contain ingredients that may cause skin irritation in some people. Do not use our skin care products if you are or may be allergic to any of the contents of our products. Caution: MermaidKariel LLC skin care products are for external use only, avoid eye contact with these products and always test for skin sensitivity to any product before using. Keep out of the reach of small children and animals. Always speak with your medical provider first before using any herbal or aromatic product for any medical condition.

## **RELEASE OF LIABILITY OF ENTERTAINMENT**

Buyer of entertainment shall defend, indemnify and hold harmless Seller the company, and the officers, directors, agents, representatives and employees of each of the foregoing (collectively, the "Indemnified Parties") from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, arising out of or resulting from the performance of the Services including, but not limited to, any

damage, injury, or loss to persons or property or Contractor's equipment. Buyer shall further defend, indemnify and hold harmless the Indemnified Parties from and against any and all actions, costs, claims, losses, expenses and/or damages (i) for or arising out of any personal injuries to or the death of Buyer and any of Buyer's employees or independent contractors working at the Property or (ii) for personal injuries or death of any other person arising out of Seller's Services or the presence of Seller's employees or independent contractors at the Property. Buyer hereby agrees to waive any and all claims and any rights of recovery from Seller for any and all bodily injury or property damage claims to Buyer its agents, or employees regardless of the cause of loss. Buyer shall defend, indemnify and hold harmless Mermaid Kariel from and against any and all actions, costs, claims, losses, expenses and/or damages including attorneys' fees, arising out of or resulting from the performance of the Services including, but not limited to, any damage, injury, or loss to persons or property of the Buyer, or participants.



## **Swimming Warning**

MermaidKariel LLC is not responsible for any injuries, accidents or deaths that may occur during swimming while wearing our mermaid tails or in connection with any other use of our mermaid tails. These risks are greater with generic, pre-made or non-customized mermaid tails. We advise our mermaid tail customers never to swim unattended. Always swim with someone who will be able to rescue you in the event of an emergency or other problem. Failure to abide by this warning may result in death by drowning.

Snagging warning.

## **Copyright Warning**

All of our products are protected by copyright and other intellectual property rights. If you infringe, impair, damage or in any way affect the value of these rights directly or indirectly, you will be liable for such damages and MermaidKariel LLC will protect its copyrights and other intellectual property rights and prosecute or defend the infringement of its rights by all legal and other means available. If the Original Tail of Art is altered in anyway it is voided as an authentic tail of art and the letter of authenticity is considered void and resale value may decline.

Buyer agrees to neither post nor share publicly the purchased tail in or on any “how its made” journals, blogs, documents, images, posts, emails, etc. This may share unwanted information to the public we consider trade secret.

## **Price and Terms of Payment**

MermaidKariel LLC hereby agrees to provide custom-made mermaid tail or tails and any other product as agreed upon by MermaidKariel LLC and the client whom purchases from our website. A sample of said tails and products can be viewed throughout our online store [MermaidKarel.com](http://MermaidKarel.com) . The Total Due is displayed during the checkout process on our online store. Under no circumstances will delivery be made without payment in full. Personal checks are not accepted. Payment may only be made by credit card such as Visa, American Express, Master or Discover Card or PayPal through our website during the checkout process on our website. After entering credit card information, client understands they have purchased a non-refundable, custom-made product (explained in our Terms and Conditions).

## **Termination of Order**

MermaidKariel LLC has the right to terminate any order at any time without reason or notice.

## **Late and Overdue Products**

MermaidKariel LLC is not responsible for late or overdue products. Although our custom-made products have estimated production times, the client understands when ordering a custom-made product (i.e., mermaid tails and accessories) from our company, there may be various complications which could extend the product's production time. (such as our material manufacturers being out of bulk stock).

## **Backordered or Out of Stock Product Materials**

MermaidKariel LLC is not responsible for back ordered or out of stock products. Every mermaid tail or other product from our company is custom-made. We keep stock of our materials that we use to create every one of our products. Back Ordered supplies or materials can increase the duration (production times listed above) in which the client's product is completed. If one of our suppliers is out of stock of a certain material to create one of our products, an order's production time will be effected. This may take a week to several months.

MermaidKariel LLC will notify the client is any of the company's materials have been become back ordered or out of stock.

## **Contact Information**

MermaidKariel LLC

94-1221 Ka Uka Blvd. Unit 108-336

Waipahu HI 96797

Email: [mermaidkariel@gmail.com](mailto:mermaidkariel@gmail.com)

Phone: 808-292-6699

#### **D. Buyer's Rights and Obligations**

The Buyer accepts the Mermaid Tail "As Is" with no warranties, express or implied from the Seller. The Buyer agrees and understands that there are no refunds of all or part of the Purchase Price and that the Mermaid Tail may not be returned or exchanged.

The Buyer has read and agreed to the terms set out in Schedule A attached hereto, which Schedule A constitutes part of this Agreement.

Buyer acknowledges that the intellectual property rights in the Mermaid Tail are the sole property of Seller and agrees that Buyer will not at any time dispute or contest or impair directly or indirectly Seller's interests therein.

Buyer understands that purchasing any items does NOT create any professional relationship or affiliation with MermaidKariel LLC, other than purchase of the item(s). Purchasing any product does not mean that Buyer is, or will be a member of the MermaidKariel LLC team, or will be more likely to become a mermaid on any MermaidKariel LLC mission.

#### **E. Seller's Obligations**

Until the Seller delivers the Mermaid Tail to the United States Postal Service in Hawaii ("USPS"),

all risk of loss to the Mermaid Tail is borne by Seller. For greater certainty, until the Mermaid Tail has been delivered by the Seller to USPS, Fed Ex or other shipping company.

The Mermaid Tail is deemed to have been received by Buyer upon delivery by Seller to USPS, Fed Ex or other shipping company.

Any casualty to the Mermaid Tail, regardless of the cause, shall be the responsibility of the Seller

#### **F. Buyer's Acknowledgments, Representations and Release in Favor of Seller**

The Buyer understands that the use of the Mermaid Tail involves inherent and other risks of **INJURY** and **DEATH BY DROWNING** and freely accepts these risks on behalf of the Buyer and on behalf of the Buyer's child or any minor who the Buyer lawfully represents.

The Buyer hereby voluntarily agrees to expressly assume all risks of **INJURY** or **DEATH** that may result from using the Mermaid Tail in or out of the water, or which relate in any way directly or indirectly to the use of the Mermaid Tail.

**THE BUYER HEREBY RELEASES** the Seller, her employees, affiliates, agents and associates from any and all liability for injury, death, property loss and damage which results from use of the Mermaid Tail, or that is any way related directly or indirectly to the use of the use of the Mermaid Tail, including all liability which results from **NEGLIGENCE OR OMISSION OF MERMAID KARIEL**, or any other person or cause.

To the fullest extent allowed by law the Buyer hereby **RELEASES** from liability **THE SELLER**, her employees, affiliates, agents and associates, for services rendered and sale of the Mermaid Tail, under this Agreement, for any damages, including damages that result from claims or lawsuits for personal injury, death and property laws and any damage or death related the use of the Mermaid Tail or services, whether such claim is based on negligence, breach of warranty, product defect or any other theory.

**THE BUYER** understands that **THE SELLER** makes no guarantee or warranty that the tail is acceptable for use in any pool. It is **THE BUYER'S** responsibility and duty to gain approval from any pool prior to use of tail in that pool.

The waivers, releases and obligations of the Buyer in this Agreement extend to the Buyer's heirs, executors and assigns, and are applicable to the maximum extent permitted by law.

## **G. General**

The risk of loss from

The Buyer agrees that Sections D and F of this Agreement shall survive the delivery or deemed delivery of the Mermaid Tail to the Buyer.

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii and the Federal laws applicable therein.

Dated and agreed to on \_\_\_\_\_, 2015 by: THE SELLER dba Mermaid Kariel LLC

THE BUYER

(signature of Buyer)

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(print name of Buyer)

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**Please Mail in this signed agreement with your duck tape cast! Mail to:  
Mermaid Kariel  
2251 N. Rampart Blvd. #131  
Las Vegas NV, 89128**