



MERMAID KARIEL MAKEOVER & MERMAID EXPERIENCE RELEASE OF LIABILITY AND IMAGE FORM.

I, _____, (the "Model" or "Guest") hereby agree to participate in MERMAID TAIL WEARING, MODELING, and or other ACTIVITIES, with MermaidMission LLC, (doing business as "Mermaid Kariel"). Mermaid Kariel Makeovers, costumes and or Experiences ("MKM") owned and or designed by Mermaid Kariel on _____ (DATE)

I REPRESENT THAT I AM OF LEGAL AGE IN HAWAII OR I AM THE LEGAL PARENT/GUARDIAN RESPONSIBLE FOR THE MINORS participating in "MKM" or wearing Mermaid Tails and Costumes. If signing for a minor, the signer also agrees to the following:

I understand that Mermaid Kariel and affiliates cannot guarantee my safety while wearing the Tail(s) or during MKM. I understand that the Tail(s) may not operate or perform as expected or as shown at all times or under all circumstances.

I understand that the use of the Tail(s) involves inherent and other risks of **INJURY** and **DEATH BY DROWNING** and I freely accept these risks. I also understand that being on a boat in the ocean involves inherent and other risks of **INJURY** and **DEATH BY DROWNING**.

I voluntarily agree to expressly assume all risks of **INJURY** or **DEATH** that may result from using the Tail(s) in or out of the water, or which relate in any way directly or indirectly to the use and/or rental of the Tail. I voluntarily agree to observe appropriate boat safety and obey all instructions by boat staff.

I understand that I am not being financially compensated. I understand that my compensation is a free costume/clothing rental the day of and a memorable experience with Mermaid Kariel valued at \$4,000 or more.

I AGREE TO RELEASE Mermaid Kariel, her employees, affiliates, agents, associates from any and all liability for injury, death, property loss and damage which results from use of the Tail(s) or costume(s), or that is any way related directly or indirectly to the use and/or rental of the Tail(s) or costume(s), including all liability which results from NEGLIGENCE OF MERMAID KARIEL, or any other person or cause.

I ALSO AGREE TO RELEASE Mermaid Kariel, her employees, affiliates, agents, associates from any and all liability for injury, death, property loss and damage which results from being out on a boat, including all liability which results from NEGLIGENCE OF MERMAID KARIEL, or any other person or cause.

IMAGING USE

MODEL USE: Kariel gives permission to Models to use images of their likeness for their owned and operating business and or personal portfolio with including restrictions:

Images may not be used in any pornographic, defamatory, libelous or otherwise unlawful manner whether directly or in context or juxtaposition with specific subject matter. For greater certainty, no image shall show any nudity and all flaws such as mucous, costume malfunction etc., and shall be edited so as to maintain the goodwill and value in and to the name and brand of "Mermaid Kariel". No Image shall be associated with any sex, drugs or violence.

PARTICIPANTS ACKNOWLEDGE that the intellectual property rights in the "Kariel" mermaid tails and mermaid costumes (the "Costumes"), bikinis, swag and images (photography and videography) from the day are the sole property of Mermaid Kariel and agrees that "Guest/Model" will not at any time dispute or contest or impair directly or indirectly Kariel's interests therein. It is agreed that all use of such rights (including all photographs or other images) by Recipient, is on behalf of and accrues to the benefit of Mermaid Kariel. It is further agreed that the rights to all such images, whether recorded in digital format or otherwise, are owned by and are hereby irrevocably assigned to Mermaid Kariel.

I UNDERSTAND that a breach of this agreement subjects me to liability for the full value of this experience with Mermaid Kariel. I also understand that a breach of this agreement subjects me to liability for any expenses and time incurred for unusable images due to my breach.

Guest Please Sign:

Sign in this box if you allow kariel to freely share your video/pictures for Marketing Purposes with in Mermaid Kariel LLC: _____

Please provide any credits you want shared here _____

If you choose to allow Kariel to use and share your video/pictures for Marketing Purposes you acknowledge that there will be no further remuneration than the credit you want shared.

To the fullest extent allowed by law I agree to **RELEASE** from liability **MERMAID KARIEL**, her employees, affiliates, agents, associates, (collectively "**Providers**"), or services 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 Tail(s) or services, whether such claim is based on negligence, breach of warranty, product defect or any other theory.

I accept the Tail(s) and "MKM "As Is" with no warranties, express or implied from the Providers. These waivers, releases and obligations extend to my heirs, executors and assigns, and are applicable to the maximum extent permitted by law.

This Agreement is governed by the law of Hawaii. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

_____ (Signature of Guest, Tail Renter/user and or Model)

_____ (Printed name of Guest, Tail Renter/user and or Model)

OR

Parent/Guardian: If a permitted Tail user is a minor, I verify that I am the parent/guardian of the minor, and I have authority to enter into this agreement on behalf of the permitted Tail user and I agree to be bound by the terms and conditions of this agreement.

_____ (signature of Parent or Guardian) ¹

_____ (Printed name of Parent or Guardian)

DATED _____, 2020

_____ ¹ Mermaidkariel.com MermaidMission LLC.. mermaidkariel@gmail.com