

6. I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the law of New York State, and that if any portion thereof is held invalid, I agree that the balance shall, nevertheless, continue in full legal force and effect.

7. I agree that this Waiver and Release of Liability shall apply to each and every time I visit Splat!, LLC, and take part in any of the Activities from the date that I sign this Waiver and Release of Liability until five years thereafter. By signing this Waiver and Release of Liability today, I agree that each and every time I visit Splat!, LLC in the next five years, I shall be deemed to have agreed to the terms and conditions of this Waiver and Release of Liability, regardless of whether or not I personally sign another Waiver and Release of Liability during any of my subsequent visits to Splat!, LLC in the next five years.

8. I have read and understand this Waiver and Release of Liability in its entirety and that I have executed same of my own free will without being subject to any duress whatsoever. I also acknowledge that I have the right to withdraw from participation in the Activities or use of the Equipment at any time.

9. I am aware of my right to independent legal advice with respect to this Waiver and Release of Liability and acknowledge that I have been encouraged to obtain such independent legal advice prior signing this Waiver and Release of Liability.

10. This Waiver and Release of Liability will be governed by and interpreted in accordance with the laws of New York State.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS OF THE ABOVE WAIVER AND RELEASE OF LIABILITY.

Participant/Parent/Guardian Signature

Name of Participant