

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to use BIODEGRADABLE MUSHROOM BAGS made by UNICORN BAGS, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: Unicorn Bags, Pegasus Bags, Unicorn Technologies, Unicorn IMP & MFG, Pegasus Plastics, and any partner, employee, servant, representative, associate, officer, agent, volunteer, successor, contractor and assigns (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, misunderstanding, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, or while in, on or upon the state of California.
2. I hereby elect to voluntarily participate in said activity, and to engage in such activity knowing that certain risk of harm may be inherent in the various activities contemplated herein. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.
5. I expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and if any portion of this Agreement is held to be invalid, it is agreed that no legal action will proceed and no technicalities or similar loopholes will be used as a means to dispute claims of biodegradability. I further recognize that ASTM D6954 is a valid testing method for biodegradable material and am using this product in full awareness that all claims of biodegradability are based on the data provided by ASTM D6954.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

Print Name

Signature