

WAIVER AND RELEASE OF LIABILITY

By creating an account and clicking the checkbox, you acknowledge that you have read, understand, and voluntarily agree to the following terms:

1. Waiver and Release of Liability:

- a. My use of the products and services of the Company is voluntary, and I hereby release and hold harmless the Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, "Releasees") from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from my use of the products and services of the Company, including without limitation those caused by the negligent acts or omissions of any or all of the Releasees ("Claims").
- b. As between each of the Releasees and me, I will be solely responsible for any and all costs or bills that I may incur related to losses or damage to my property and/or person resulting from my use of the products and services of the Company.
- c. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the State of [Illinois/Michigan] without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claims or the meaning or effect of any provision of the Agreement shall be conducted only in the district or circuit courts located in [Kalamazoo County, Michigan/ Cook County, Illinois], and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

By clicking the checkbox, you acknowledge that you have read, understand, and voluntarily agree to the terms above. This agreement involves your waiver and release of significant rights and your assumption of significant indemnification responsibilities related to your use of the Company's products and services.