



**RELEASE OF LIABILITY - READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participating in the activities and equipment offered by Sharp Pencil Creative Entertainment, LLC organized by Sharp Pencil Creative Entertainment, LLC and (yourself, organization, and/or Contact person:

Address: \_\_\_\_\_

the use of property, facilities and rental services of Sharp Pencil Creative Entertainment, LLC. I agree for myself and (guests) to also include members of my family or any other people allowed to participate in the above activities as well as the activities stated below:

1. I agree to observe all stated and posted rules and warnings, and further agree to follow all instructions or directions given by Sharp Pencil Creative Entertainment, LLC, or the employees, representatives and agents of Sharp Pencil Creative Entertainment, LLC.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and if applicable my family members and my guests, and further discharge Sharp Pencil Creative Entertainment, LLC for injury, loss, damage arising out of my family's use of or presence upon the facilities and/or equipment of Sharp Pencil Creative Entertainment, LLC, whether it is caused by fault of myself, my family, guests or other third parties.
3. I agree to hold harmless and indemnify Sharp Pencil Creative Entertainment, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my family's or guests use of or presence upon the facilities and/or equipment of Sharp Pencil Creative Entertainment, LLC.
4. I agree to pay for all damages to the facilities and/or equipment of Sharp Pencil Creative Entertainment, LLC caused by my family or guests negligent, reckless, or willful actions.
5. In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Sharp Pencil Creative Entertainment, LLC for all costs incurred by Sharp Pencil Creative Entertainment, LLC incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Sharp Pencil Creative Entertainment, LLC determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Sharp Pencil Creative Entertainment, LLC may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law.
6. **Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Maine or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

By signing my name on this contract I, being the lessee, contact person, lessee representative, or other individual assuming the role of lessee, acknowledge that I have completely read and understand this contract, the release and indemnification provisions, and any and all accompanying addendum(s). I have been fully instructed by Sharp Pencil Creative Entertainment, LLC personnel as a trained operator for the aforementioned equipment and have had all of my questions answered to my satisfaction. I voluntarily surrender certain legal rights as stated and implied by the above declarations. I understand that i am solely responsible for adhering to the terms set forth by this rental contract agreement and any and all accompanied addendum(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ SPCELLc Rep. \_\_\_\_\_