EXHIBIT B
RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION

1. Release. ________________________, and (as applicable) my/our/its heirs, personal representatives, successors, affiliated entities (including parent companies and subsidiaries) and my/their assigns (collectively “Releasor”) hereby release, waive, discharge and covenant not to sue SharkMoose LLC d/b/a Smush Gallery, its owners, members, employees and agents (collectively “Releasees”) from any and all liability, damage, claim, loss, cost or expense (collectively “Claims”), arising directly, indirectly or in the future, from or attributable in any way to any negligence, act or omission to act of Releasees in connection with Releasor’s rental or use of the portion of as specified in the Agreement (the “Premises”) between Releasor and Releasees. Releasor hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Release & Waiver”) extents to all acts of negligence by Releasees.

2. Assumption of Risk. Releasor understands that there exist certain risks of injury from any use or misuse of the Premises, including but not limited to setup and breakdown of installations thereon and use of any equipment or personal property thereon, and that use and related activities may in some cases result in serious injury, disability or even death. Releasor further understands that there are risks of damage, destruction, or theft of any property it brings to or permits on the Premises, including his/her/its personal property, property he/she/it uses to operate and event or business and/or property of Releasor’s guests, invitees, licensees, employees, or contractors, if applicable. Releasor knowingly and freely assumes all such risks of injury, death and property damage or destruction, both known and unknown, and assumes full responsibility for Releasor’s use of the Premises and any equipment or personal property thereon.

3. Indemnification. Releasor will indemnify and hold Releasees harmless from and against any and all Claims in connection with the loss of life, personal injury or loss of or damage to property arising directly or indirectly from or in the future or related to any occurrence associated with its use of the Premises, including any acts or omissions of Releasor and negligent acts or omissions of Releasees. If any Claim shall be made in contravention of this Release & Waiver, Releasor shall be liable for expenses (including reasonable attorneys fees and costs) incurred by Releasees in defending any Claim or action related to Releasors use of the Premises.

4. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey and exclusive venue shall be in the State of New Jersey, Hudson Vicinage.

5. Severability. The Releasor further expressly agrees that this waiver and assumption of risk is intended to be as broad and inclusive as permitted by the law of the State of New Jersey and that if any provision or portion of it is held invalid, the rest of it shall still continue in full legal force and effect.

6. Authority to Sign. The Releasor (or in cases where Releasor is an entity, the person signing on its behalf) represents and certifies that he/she is of lawful age and legally competent to sign this waiver and release and assume risks on his/her own behalf and/or on behalf of his/her principal, and (in cases where signing on behalf of another person or an entity) duly authorized to sign a binding agreement on its/their behalf.
7. Loss of Substantial Legal Rights. I understand that by signing this Release & Waiver will result in the loss of substantial legal rights, including those of (as applicable) heirs and next of kin, legal or personal representatives, executors, administrators, any person or entity I may be signing on half of, affiliated companies (including parents and subsidiaries), and any of my/their successors and assigns.

I / WE ACKNOWLEDGE THAT I/WE HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND INTEND MY/OUR SIGNATURES TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: ____________________________________________

Name: _______________________________________________

On behalf of (if applicable): ______________________________

Date: _______________________