

CONSENT AND WAIVER OF LIABILITY

Website Name: eStem Clubs (“Website”)

Customer’s Name: _____ (“Customer”).

ACKNOWLEDGEMENT BY CUSTOMER

- I being the Customer hereby acknowledge that if I am aware of the fact that eStem products and kits may contain small parts, sharp edges, hazardous materials that can be detached or the product itself can cause choking hazardS to children, participants, kids, pets, and people (“Participants”) in general.
- I acknowledge that these products and kits should not be in any way left with Participants to play with specifically when they are unsupervised.
- I acknowledge that if a Participant in my care gets injured in any way in connection with the eStem kits or gets sick during or after spending time with the kit, or is harmed in any other manner during or after the term of the waiver release agreement, I will assume the risk and agree that Website should not be held responsible for any resulting injuries, illness, losses, damages, costs or expenses.
- I acknowledge that, except for that which is specifically written in this waiver form, no promises, representations, or oral understandings have been made with regards to eStem kits or any other products bought from the Website. Without limiting the generality of the foregoing, I acknowledge that the Website has not represented, promised, guaranteed, or warranted that eStem kits will not cause harm to the Participants. I also understand that I must follow guidelines and manual instructions of the eStem kits without modifications.

WAIVER OF LIABILITY

- I, hereby waive and release the eStem Club’s Website, its members, officers, owners, partners and agents from any and all liabilities of any nature, for injury or damage (including death) which I or any Participant may suffer including specifically, but without limitation, any injury or damage resulting from the activities related with eStem kits, and I expressly assume the risk of such damage or injury.

INDEMNIFICATION

- I hereby agree to indemnify and hold harmless eStem Club’s Website its members, officers, owners, partners and agents from any and all claims, or claims by any member of my family or any other person accompanying me to any participating activity in connection with eStem kits.

VERIFICATION BY CUSTOMER

- I understand, have read, and fully acknowledge the terms stated in this consent waiver form truthfully. I agree that this constitutes full disclosure and that it supersedes any previous verbal or written disclosures. Understanding all the above, I hereby sign this Liability Form with my consent with the acknowledgment that I have read the above and I hereby accept these conditions.

Print Name: _____ **Date:** _____.

Address: _____.

City: _____ **State:** _____ **Zip:** _____.

E-mail/Contact: _____ **Signature of Customer:** _____.