

**SEEK NEW YORK LLC
WAIVER AND RELEASE**

By participating in the shopping and sightseeing tours, activities and/or personal styling visits (collectively, "Tours") offered by Seek New York LLC (the "Company"), and in consideration for my being allowed to participate in the Tours, the receipt and sufficiency of which is hereby acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights (this "Waiver"):

1. Voluntary Participation. I understand and confirm that my participation in the Tours is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Tours.

2. Comprehension of Risk. I fully comprehend, assume and accept all of the risks associated with my participation in the Tours including, without limitation, injury or death resulting from or arising out of exposure to unfavorable weather conditions, allergic or other reactions to clothing, accessories and/or apparel, self-inflicted accidents or mishaps, other participants in the Tours, motor vehicles and/or pedestrians. I understand that the Tours take place in public venues under conditions largely beyond the Company's control.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Tours. I accept personal responsibility for any liability, injury, loss or damage in any way connected with my participation in the Tours.

4. Release of Liability; Limitation of Damages. I hereby forever and unconditionally and to the fullest extent permitted by law release the Company and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, agents, contractors, insurers, shareholders and directors (collectively, the "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property (collectively, "Claims") in any way arising out of my participation in the Tours, including, without limitation, any and all Claims resulting from or arising out of the negligence or other fault of any of the Released Entities. The Company's liability to me will be limited to actual damages arising from the Released Entities' gross negligence or willful misconduct in the performance of

their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the Tours be greater than \$500. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Tours is cumulative and not per incident. In no event shall the Company be liable for any special, incidental, punitive or consequential damages or other indirect damages, even if the Company has been informed of the possibility thereof.

5. Indemnification. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Tours.

6. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries and assigns and shall inure to the benefit of the Company, its successors and assigns.

7. Consent to Medical Treatment. I authorize the Company to provide to me, through medical personnel of its choice, customary medical assistance, transportation and emergency medical services. This consent does not impose a duty upon the Company to provide such assistance, transportation or services.

8. Severability. If any provision of this Waiver is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

9. Governing Law; Venue. This Waiver shall be governed in all respects by the laws of the State of New York without regard to conflict of law principles. The venue shall be in New York County, New York.

10. Promotional Release. I hereby grant to the Company the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Tours, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). The Company has the right to reproduce, exhibit, distribute, broadcast, digitize, edit or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by

incorporating the Material into its website, publications, catalogues, brochures, books, magazines or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that the Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to the Company an irrevocable, royalty-free, worldwide license to use my first name and hometown in connection with the Material and the Works.

I choose to opt out of Promotional Release clause. Please do not use my likeness for any purpose.

LIABILITY. I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS. BY CONTINUING TO PARTICIPATE IN THE TOURS, I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER (INCLUDING MY EXPRESS ASSUMPTION OF RISK) AND RELEASE OF LIABILITY.

THIS IS A WAIVER AND RELEASE OF

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The undersigned, intending to be legally bound hereby, has duly executed this Waiver and Release as of the date set forth below.

Printed Name of Participant

Signature of Participant

Date

If the participant is a minor under the age of 18 years old, a signature of the participant's parent or legal guardian is required below. By so signing, the parent/legal guardian agrees to the terms set forth above, grants permission for the minor to participate in the Tours and releases any and all claims, demands, injuries, damages, actions or causes of action, as set forth in more detail above, on behalf of both the parent/legal guardian, the minor participant, their heirs, executors and administrators.

Printed Name of Parent / Legal Guardian

Signature of Parent / Legal Guardian

Date