CELEBRATE & CREATE CO LLC
VENUE LIABILITY WAIVER

Assumption of Risk, Release of Liability & Indemnification

810 Travelers Blvd., Suite D1, Summerville, SC 29485

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. BY SIGNING, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

1. Identification

This Venue Liability Waiver ("Waiver") is entered into between Celebrate & Create Co LLC, a South Carolina limited liability company ("Company," "Venue," "we," or "us"), and the undersigned individual ("Participant," "I," or "me"). If the Participant is a minor, this Waiver is also signed by the minor's parent or legal guardian on the minor's behalf.

Participant Information

Full legal name	
Date of birth	
Phone	
Email	
Emergency contact name + phone	

Event / Visit Information (if applicable)

Event or rental date	
Type of event / purpose of visit	
Renter / Host name (if different)	

2. Assumption of Risk

I understand that entering, using, or participating in activities at the Venue involves inherent risks. These risks include, but are not limited to:

- Slips, trips, and falls on floors, stairs, or uneven surfaces;
- Injuries from furniture, décor, equipment, or decorations;
- Burns or spills from food, beverages, or hot items;
- Allergic reactions or food-borne illness;
- Injuries related to alcohol consumption (if present);
- Acts or conduct of other guests, invitees, or third parties;
- Crowding, capacity limits, or emergency situations; and
- Any other risks associated with private events, parties, gatherings, or use of an event space.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, and assume full responsibility for my participation and presence at the Venue.

3. Release and Waiver of Liability

In consideration of being permitted to enter and use the Venue, I, on behalf of myself, my heirs, executors, administrators, next of kin, and assigns, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Celebrate & Create Co LLC and its members, managers, officers, employees, agents, contractors, insurers, and the property owner (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by me, or to any property belonging to me, while at the Venue or participating in any activity there, **INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY**, to the fullest extent permitted by South Carolina law.

This release does not apply to claims arising from a Released Party's gross negligence or willful misconduct, or to any liability that cannot be waived under applicable law.

4. Indemnification

I agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from and against any and all claims, demands, suits, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) my presence at or use of the Venue; (b) my acts or omissions, or those of any minor for whom I am responsible; (c) any injury or damage I cause to any person or property; or (d) my breach of any Venue rules or this Waiver. This indemnification obligation applies even if the claim is caused in part by the ordinary negligence of a Released Party, but does not apply to the extent caused by a Released Party's gross negligence or willful misconduct.

5. Rules, Conduct & Capacity

I agree to follow all Venue rules, posted signs, and instructions from Company staff. I understand that the Venue has maximum occupancy limits set by the fire code and building rules, and I will not encourage or participate in exceeding those limits. I will not bring prohibited items (including illegal drugs, weapons, or unauthorized open flames) onto the Premises. Company staff may require any person to leave the Venue for safety or rule violations.

6. Minors

If I am signing this Waiver as the parent or legal guardian of a minor Participant, I represent that I have the legal authority to do so. I agree that all terms of this Waiver apply to the minor, and I accept full responsibility for the minor's conduct, safety, and any Claims arising from the minor's presence at the Venue. I further agree to indemnify the Released Parties for any Claims brought by or on behalf of the minor.

7. Medical Authorization

In the event of an injury or medical emergency, I authorize Company staff to obtain emergency medical treatment for me (or the minor Participant) if I am unable to do so. I accept full financial responsibility for any medical treatment and related costs. I confirm that I am physically able to participate in the activities I undertake at the Venue.

8. Photo / Video Release (Optional)

☐ I grant Company permission to photograph or video record the Event or Venue (including me) and to use such images for marketing, social media, and promotional purposes without compensation. I understand faces of guests will not be prominently featured without additional consent when reasonably practicable.

☐ I do NOT grant photo/video permission.

9. General Provisions

9.1 Governing Law. This Waiver is governed by the laws of the State of South Carolina. Any dispute shall be resolved in the state courts of Dorchester County or Charleston County, South Carolina.

9.2 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions continue in full force.

9.3 Entire Agreement. This Waiver is the complete agreement between the parties regarding the subject matter and supersedes any prior oral or written statements on this topic. It does not replace any separate Event Space Rental Agreement that may also apply.

9.4 Binding Effect. This Waiver binds me and my heirs, successors, and assigns, and benefits the Released Parties and their successors.

10. Acknowledgment of Understanding

I HAVE READ THIS VENUE LIABILITY WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY BEFORE SIGNING.

PARTICIPANT (Age 18 or older)

Signature: _____ Date: _____

Printed Name: _____

PARENT / LEGAL GUARDIAN (Required if Participant is under 18)

I am the parent or legal guardian of the minor named above. I have read and understand this Waiver and agree to its terms on behalf of the minor and myself. I consent to the minor's presence at the Venue and accept all obligations stated herein.

Parent/Guardian Signature: _____ Date: _____

Printed Name: _____

Relationship to Minor: _____

FOR COMPANY USE (optional)

Received by: _____ Date: _____ Event Ref: _____