

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Release”) is made and provided by the person signing below (“Participant”), who is being permitted to enter Korin, Inc.’s (“Korin”) showroom located at 57 Warren Street, New York, New York 10007 (“Property”) to participate in a knife sharpening class (“Class”). Participant acknowledges and agrees that entering into this Release is required as a condition to participating in the Class. This Release shall be effective on the date of its execution and delivery by Participant.

In consideration of Korin permitting Participant to enter the Property and participate in the Class, the undersigned, on behalf of Participant, Participant’s personal representatives, heirs, and next of kin, does hereby stipulate and agree as follows:

- 1. Acknowledgment and Assumption of Risk.** Participant understands and acknowledges that the Class will involve inherent risks that are very dangerous, and that Participant may sustain serious bodily injury, including, without limitation, temporary or permanent disability, paralysis and death, as well as property damage. Such risks and dangers may be caused by the Participant’s own actions or inactions, the actions or inactions of other Class participants, the condition of the Property, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 3 of this Release). Participant acknowledges that any injuries Participant may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the Class. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ENTRY ONTO THE PROPERTY AND PARTICIPATION IN THE CLASS, INCLUDING, WITHOUT LIMITATION, THE RISK OF INJURY, DEATH, AND PROPERTY DAMAGE.
- 2. Participant’s Representations.** Participant acknowledges and represents that: (1) Participant shall at all times follow all rules for the Class and the Property as may be established or modified by Korin; (2) Participant will not consume or be under the influence of any alcohol or drugs at any time while participating in the Class; and (3) Participant has fully read and understands each of the provisions of this Release.
- 3. Release from Liability.** Participant hereby agrees, on behalf of Participant and Participant’s heirs and personal representatives to fully and forever discharge and release Korin, its affiliates, and their respective owners, shareholders, members, partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant’s entry onto the Property and participation in the Class, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be and is a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by Participant while on the Property or in any way related to Class activities.
- 4. Covenant Not to Sue.** Participant agrees, for Participant and all of Participant’s heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or Participant’s heirs or legal representatives may have as a result of any personal injury, death, or property damage the Participant may sustain while on the Property or participating in the Class.
- 5. Indemnification.** Participant hereby agrees to defend, indemnify, and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of

any kind for any personal injury, loss of life, or damage to property sustained by reason of, or arising out of, Participant's involvement in any Class activities or Participant's use of the Property, whether caused by the negligence of Released Parties or otherwise.

6. **No Duty to Supervise.** Participant acknowledges and agrees that Participant is aware that the Released Parties have no duty to supervise the activities of any participant or spectator at the Class or any other person within the Property. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.
7. **Governing Law and Venue.** This Release shall be governed by and interpreted in accordance with the laws of the State of York without giving effect to the principles of conflicts of law of New York. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in New York County, New York.
8. **Waiver.** No waiver of any term or right in this Release shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Release shall not be construed as a waiver or modification of such provision, or impairment of such party's right to enforce the provision or any other provision of this Release thereafter.
9. **Survival.** Any provision of this Release providing for performance by either party after termination of this Release shall survive such termination and shall continue to be effective and enforceable.
10. **Compliance with Laws.** In the performance of the terms of this Release, use of the Property, and participation in the Class, the parties shall comply with all applicable federal, state, and local laws, rules, and regulations.
11. **Severability.** If any provision of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
12. **Entire Agreement; Modification; Binding Effect.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No modification or addition of or to this Release shall be valid unless in writing and signed by authorized representatives of the parties. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS RELEASE I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS RELEASE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, AND ENTER THIS RELEASE FREELY AND VOLUNTARILY.

Participant Name: _____

Signature: _____

Date: _____