

**Waiver of Liability and Assumption of Risk Agreement  
Use of Premises, (“Agreement”)**

**PLEASE READ CAREFULLY BEFORE SIGNING**

I, Lauren Pressley, on behalf of myself and Southern Savvy Events, L.L.C., 2625 Commonwealth Ave., Charlotte, NC, (collectively “Parties”), in consideration for allowing Southern Savvy the use of the Premises known as the Barnhardt-Cramer House, 3217 Maymont Place, Charlotte, NC for the purpose of modeling, shooting, videotaping or participating in a photoshoot on \_\_\_\_\_ at \_\_\_\_\_ do enter into this Agreement with The Charlotte Mecklenburg Historic Landmarks Commission which willing to permit Parties to use the Premises upon the terms and conditions of this Agreement. This Agreement shall be binding on the Parties’ personal representatives, heirs, next-of-kin, spouses, successors and assigns.

**Risks:**

The Parties have been made aware of certain hazardous conditions that currently exist within the Barnhardt-Cramer House and such hazardous conditions have not yet been remediated. The Parties further have been informed that such hazardous conditions include, but are not limited to, the following:

- Asbestos contamination
- Mold contamination
- Lead based paint
- Moisture build up
- No electricity
- Roof Issues

**Waiver:**

In consideration of the premises contained in this Waiver of Liability and Assumption of Risk Agreement, Use of Premises, (“Agreement”), and of use of the Barnhardt-Cramer House, the Parties, their heirs, personal representatives, successors or assigns, do hereby release, waive and discharge, The Charlotte Mecklenburg Historic Landmarks Commission, Mecklenburg County, their Commissioners, directors, officers, employees and agents from liability from any and all claims including negligence of The Charlotte Mecklenburg Historic Landmarks Commission, Mecklenburg County, it’s Commissioners, directors, officers, employees and agents which may result in personal injury, accidents, or illnesses (including death) and property loss arising from use of Premises.

**Assumption of Risk:**

Use of the Barnhardt-Cramer House carries with it certain risks, some of which are enumerated under “Risks” above, that cannot be eliminated regardless of the care taken to avoid injuries, accidents, or illnesses. The Parties have read the previous paragraphs and they know and understand and appreciate these and other risks which may be in the activity the Parties are participating in. The Parties hereby assert that their participation is voluntary and that they knowingly assume all such risk as enumerated herein.

**Indemnification and Hold Harmless:**

The Parties also agree to indemnify and hold harmless The Charlotte Mecklenburg Historic Landmarks Commission, Mecklenburg County, it’s Commissioners, directors, officers, employees and

agents, from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of personal injury, accidents, or illnesses (including death) and property loss.

**Severability:**

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:**

The Parties have thoroughly read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand each and every term used herein and the meaning of this document. The Parties further acknowledge that they have been provided an opportunity to have this waiver of liability, assumption of risk, and indemnity agreement, reviewed by an attorney of their choice. The Parties acknowledge that they are signing the agreement freely and voluntarily, and intend by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Southern Savvy Events, LLC

By: \_\_\_\_\_  
Lauren Pressley – Manager

\_\_\_\_\_(Seal)  
Lauren Pressley - Individually