

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter the "Releasing Party"), individually, and for his/her heirs, executors, administrators, successors and assigns, does hereby release, remise and forever discharge **UPPER ECHELON MATCHMAKING, LLC DBA UPPER ECHELON EXPERIENCES** ("Upper Echelon") and its respective owners, shareholders, officers, employees, agents, clients, contractors, insurers, affiliates, directors, or affiliated entities (all of which are collectively referred to herein as "Releasees") from any and all claims arising from and on account of the events, experiences, and actions ("events") in connection with Upper Echelon Experiences.

The Releasing Party does hereby for him/herself, his/her heirs, executors, administrators, successors, assigns and next of kin, covenant to indemnify and hold harmless the Releasees from all claims, demands, costs, loss of services, expenses, and compensation on account of or in any way growing out of said above-referenced events or their results both to person and to property.

The Releasing Party understands that by and through this release of all claims, the Releasing Party is releasing and forever discharging all claims of whatsoever kind and nature arising out of the aforesaid events, including all claims for property damage, personal injury, pain and suffering, loss of consortium, wrongful death, lost wages, punitive damages, attorney's fees, costs, and any other type of damage of whatsoever kind and nature.

The Releasing Party further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Releasing Party, and this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The Releasing Party further declares and represents:

_____ I am aware of the highly contagious nature of bacterial, viral, and sexually transmitted diseases (collectively referred to as "Disease"), including COVID-19 and the risk that I may be exposed to or contract a disease by engaging in Events, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I understand that Upper Echelon cannot guarantee that I will not be injured or become infected with a disease during my participation in the Events and that engaging in the Events may increase my risk of the same. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENTS WITH KNOWLEDGE OF THE POTENTIAL DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF UPPER ECHELON OR OTHERWISE.

_____ I hereby expressly waive and release any and all claims, now known or hereafter known, against the Releasees on account of personal or psychological injury, illness, pain, temporary or permanent suffering, disability, death, property damage, or financial loss arising out of or attributable to my participating in the Events, whether arising out of the ordinary negligence of Upper Echelon or any Releasees or otherwise. I covenant not to make or bring any such claim against Upper Echelon or any other Releasee, and forever release and discharge Upper Echelon and all other Releasees from liability under such claims. I understand that by signing this release, I am waiving any and all claims of any kind arising out of or attributable to my engaging in the Events and being exposed to or contracting a disease, including those claims that may be unknown to me, or which I do not suspect to exist at this time.

_____ This Release constitutes the sole and entire agreement of the Releasees and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Release is binding on and shall inure to the benefit of the Releasees and me and our respective successors and assigns.

As evidenced by his/her signature below, the Releasing Party has read and fully understands this release and agrees to its contents.

This _____ day of _____, 20 ____.

Signature of Releasing Party