

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY  
AGREEMENT**

**IN CONSIDERATION** of being permitted to participate in the “Straight from the Bayou Crawfish Festival” presented by Exquisite Impressions and the “100 Committed Men” a non-profit organizations (hereinafter referred to as the “Event Producers”), I, for myself and my organization members, employees and representatives (hereinafter referred to as the “Participant”).

**HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the producers of this event Exquisite Impressions Special Events and the 100 Committed Men a non-profit organization in conjunction with event, committee, venue, sponsors and/or all participants and the directors, officers employees or agents of any of the foregoing (hereinafter referred to as “Releases”), from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any claim or demands therefore on account of injury to my person or property or resulting in death, whether caused by the negligence of the Releases or otherwise while I am observing, working or participating in the “Straight from the Bayou Crawfish Festival” (including, but not limited to, all preparations therefore, the Crawfish Festival itself, all incidental activities including concert and post activities.

**HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releases and each of them from any loss, liability, damage, or costs they may incur due to my presence in any way observing, or working for, or participating in the activities (including, but not limited to, all preparation therefore, the Crawfish Festival itself, all incidental activities including vendor booths, food court, concert, contests and any other activities), and whether caused by the negligence of the Releases or otherwise;

**HEREBY ASSUME FULL REPOSIBILITY FOR ANY RISK OF BODILY HARM, DEATH OR PROPERTY DAMAGE** due to the negligence of Releases or otherwise while participating in the Crawfish Festival (including but not limited to, all preparation therefore, the event itself, and all incidental activities). I expressly acknowledge and agree that the activities (including, but not limited to, all preparation therefore, the Crawfish Festival itself, all incidental activities) are dangerous and involve the risk of serious injury and/or death and/or property damage. I further express and agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nevada, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, in full legal force and effect.

**I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGRREMENT**, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made, and that this Release is being relied upon by the Crawfish Festival permitting my organization to participate in this

\_\_\_\_\_  
Name of Company or Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type Signature

# Media Release Agreement

I, \_\_\_\_\_, do hereby consent to the “Straight from the Bayou Crawfish Festival”, its representatives and any media or other interested party covering this event produced by the Exquisite Impressions Special Events.

I hereby give the rights and permission to use, release and publish, and re-publish photographic pictures or video tapes of me or my organization members which I or my organization may be included. This shall mean in whole or in part, without restriction as to changes or alterations, due to participation in the “Straight from the Bayou Crawfish Festival” for publicity or any compensation for me or my organization appearance on the photographer or video tape, and I / and or my organization hereby release from the use of the video tape or photograph due to me or my organization participation in the Festival.

Therefore, I hereby release, Discharge and agree to the above statement.

\_\_\_\_\_  
Name of Organization or individual

Signed: \_\_\_\_\_  
(If minor must be signed by Parent/Guardian)

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

## MUTUAL NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Compete Agreement (the "Agreement") dated January 9, 2014, by and between Exquisite Impressions., (Exquisite Impressions) "Disclosing Party", and \_\_\_\_\_.  
"Receiving Party" WHEREAS:

A. **Description of Confidential Information.** Each of the Parties hereto will receive from the other party and/or its directors, officers, employees, representatives and professional advisors certain financial, technical, corporate and other information of a confidential nature, which information is not publicly available and is regarded by the party disclosing such information as an asset of considerable value (the party disclosing such information being referred to as the "**Disclosing Party**" and the recipient of such information being referred to as the "**Receiving Party**") related to ballistic materials and data including but not limited to Shear Thickening Fluid. Such information, provided that any information that is in written form is specifically marked or identified by the Disclosing Party as "proprietary" or "confidential" and provided that any information that is discussed orally is followed by written confirmation from the Disclosing Party to the Receiving Party indicating that such information is confidential, (including, without limitation, business plans, services, concepts, pricing information, reports, records, business policies, operations, strategies, methods event promotions, or practices). The names of the Disclosing Party's customers and suppliers and information in respect to the Disclosing Party's relationships with its customers and suppliers, technology, trade secrets, formulae, technical information, product information, research data, information received from third parties that the Disclosing Party is obligated to treat as confidential, or to a Disclosing Party's customer) together with all analyses, compilations, studies or documents prepared by the Receiving Party or its shareholders, directors, officers, employees, affiliates, representatives or professional advisors to and until the completion or abandonment of the Purpose (as hereinafter defined), is herein collectively referred to as the "**Confidential Information**".

B. Each Party is willing to disclose the Confidential information upon the terms and conditions herein contained in order to evaluate, negotiate and administer a business relationship or potential business relationship between the Parties (the "**Purpose**") **NOW, THEREFORE**, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows: 1. **Preamble.** The preamble to this Agreement constitutes and integral part hereof. 2. **Exclusions.** Confidential Information shall not include information which:

- a. was in the Receiving Party's possession prior to its disclosure, and such fact can be conclusively established by documentary evidence;
- b. in or becomes available in the public domain through no fault of the Receiving Party;
- c. the Receiving Party is required by law to disclose, provided the Receiving Party gives the Disclosing Party sufficient notice to seek and order preventing or limiting such disclosure;
- d. is rightfully received by the Receiving Party from a third party without a duty of confidentiality; or
- e. is independently developed by the Receiving Party, without use of the Disclosing Party's Confidential Information, and such fact can be conclusively established by documentary evidence.

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3. **Use, Disclosure and Reproduction:** The Receiving Party may use the Confidential Information only for the Purpose. The Receiving Party shall not disclose Confidential Information to any person or entity except to such employees, officers, shareholders, directors and agents of the Receiving Party who are required to have the Confidential Information to evaluate and administer the Purpose and who are bound by confidentiality obligations on terms no less stringent than those set forth herein. For the purposes of this Agreement, each of the Parties hereto may disclose Confidential Information to the other Party hereto to any of its wholly-owned corporations or legal entities (the Purpose and each Party hereto acknowledges that any information of its Affiliates, of the type described in the definition of Confidential Information, disclosed to the other Party hereto shall be deemed Confidential Information, within the scope of this Party shall make no copies of any Confidential Information without the prior written consent of the Disclosing Party, such consent to be given or withheld at the sole discretion of the Disclosing Party.

4. **Standard of Care:** The Receiving Party shall protect the Confidential Information against unauthorized use and disclosure using the same degree of care, but not less than a reasonable disclosure of its own confidential information.

5. **Confidentiality Period:** The Receiving Party's obligation to protect the confidentiality of the Confidential Information shall continue for a period of 5 years from each disclosure of Confidential Information and shall survive any termination, or expiration of this Agreement, or the completion or abandonment of the Purpose or termination or expiration of any other agreement between the Parties.

6. **Return of Confidential Information:** Upon the completion or abandonment of the Purpose and in any event, upon the written request of the Disclosing Party at any time, whether before or after the completion or abandonment of the Purpose, the Receiving Party shall return promptly to the Disclosing Party all Confidential Information along with all copies made thereof, samples, components and all documents or things containing any portion of any Confidential Information or, at the Disclosing Party's option, shall destroy all such material and provide written certification of such destruction.

7. **Representation:** The Disclosing Party represents that it has the right to make the disclosures under this Agreement.

8. **Rights:** The Receiving Party does not acquire any ownership, right, title or interest in or to the Confidential Information or any intellectual property rights or licenses under this Agreement, or rights to use the Confidential Information disclosed under this Agreement, except in accordance with the limited right of use set out in Section 3, hereof. The Receiving Party shall not file, directly or indirectly, in its own name or in the name of third parties, any application for patent rights or any right of intellectual or industrial property protecting or mentioning any part of the Confidential Information.

9. **Irreparable Harm:** The Receiving Party acknowledges and agrees that the Disclosing Party will suffer irreparable harm if the Receiving Party breaches its obligations under this Agreement and that monetary compensation will be inadequate to compensate the Disclosing Party for such a breach. In the event of a breach of this Agreement or any of its provision by the Receiving Party, the Disclosing Party, shall be entitled, in addition to any of the other rights, remedies or damages available to it, to a temporary restraining order, an interlocutory injunction and a permanent injunction in order to prevent or to restrain any breach by the Receiving Party.

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10. **Obligations:** Neither Party have an obligation under this Agreement to purchase any product or service from the other Party or enter into any further agreement or to deal with the other Party in any field or disclose any Confidential Information.

11. **Waiver:** Any failure or delay by either Party to execute and/or implement any of its rights set in the terms of this Agreement or by law, shall not be construed as a waiver of those rights and such Party shall be entitled to execute and/or implement such rights at any later date. The other Party to the Agreement shall not claim a delay or waiver of such rights.

12. **Release and Indemnity:** Each Party hereto (a) release the other Party and its officers, directors, shareholders, employees, agents and representatives (collectively. The “**Representatives**”) from and against any and all claims, liabilities, suits, demands and causes of action of every kind and character (including, without limitation, liability on account of any personal injury to or death or damage to a person or loss of property sustained in or about the other Party’s premises) (collectively the “**Claim**”) incurred by such Party visiting the premises of the other Party unless such Claim caused directly and solely by the gross or willful negligence of the Party, on whose premises such Claim occurs, and (b) indemnifies and saves harmless the other Party hereto from any Claim brought against it by any Representatives of the other Party, unless such Claim is caused directly and solely by the gross and willful negligence of the Party or its Representatives on whose premises such Claim occurs. Each of the Parties agrees that any information obtained during any such visit shall be considered Confidential Information in accordance with the terms and provisions of this Agreement.

13. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by an authorized signing officer of each of the Parties.

14. **Notices:** Any notice sent by one of the Parties to the other may be sent by registered mail in which case it shall be deemed to being sent as stated or by facsimile as indicated below in which case it shall be deemed to have been received by the other Party on the first business day after transmission. For the purpose hereof, the addresses for the Parties are as detailed below.

15. **Governing Law:** This Agreement shall be governed by and constructed in accordance with the state and federal laws of Nevada and applicable therein excluding the application of its conflict of laws and provisions.

16. **Severability:** If all or any portion of the provisions of this Agreement would otherwise be invalid or unenforceable as a result of the application of any laws or the determination of a court of competent jurisdiction, the portions which would be otherwise be held invalid or unenforceable but not others shall, automatically and without further act on the part of the Parties hereto, be reduced in scope to such an extent that the same would be valid and enforceable.

17. **Assignment:** This Agreement shall ensure to the benefit of and be binding upon the Disclosing Party and the Receiving Party and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party provided however that each Party may assign to a purchaser of all or substantially all of its assets provided such purchaser is not a competitor of the other Party hereto.

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18. **Facsimile and Counterparts:** Execution and delivery of a facsimile transmission of this Agreement shall constitute, for purposes of this Agreement, delivery of an executed original and shall be binding upon the Receiving Party. The Receiving Party hereby undertakes to deliver to the Disclosing Party and originally execution by facsimile. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the day and year first above written.

19. **Non-Competition:** This Agreement shall ensure that the "Receiving Party" of information shall agree for a period of (5) years following the date hereof (the "Non-Compete Period") that he or she shall not directly or indirectly, either individually or with others, engage or have any interest, as a owner, employee, representative, agent, consultant or otherwise, in any business which is similar to the business conducted by Exquisite Impressions and this promotional project. These covenants shall be deemed separate covenants for each and every state, county and any other governmental entity covered by the non-compete obligation and in the event the covenant for one or more such jurisdictions is determined to be unenforceable the remaining covenants shall continue to be effective. These covenants are not intended to prevent "Receiving Party" to use other general knowledge, experience, skill and know-how in a manner that is not competitive, provided the "Receiving Party" does not use, disclose, divulge or communicate any Confidential Information (as hereinafter defined).

20. **No Hiring of Others:** Receiving Party agrees that during such Non-Compete period he or she shall not solicit nor employ any person who is employed by Exquisite Impressions., or during the Non-Compete Period.

21. **No Solicitation:** Receiving Party further agrees that during the Non-Compete period it shall not Solicit Exquisite Impressions, customers, sponsors, advertisers, business associates and vendors on behalf of him or her and any other business or entity in competition with the business then conducted by Exquisite Impressions.

Date this the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Name: \_\_\_\_\_  
Exquisite Impression Special Events  
Disclosing Party

Title: \_\_\_\_\_  
President/CEO

I have the authority to bind the corporation

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Name: \_\_\_\_\_  
Receiving Party

Title: \_\_\_\_\_

I have the authority to bind the corporation

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_