Client Agreement

Waiver of Liability

AGREEMENT

This Client Release, Waiver of Liability, and Media Usage Agreement ("Agreement") is entered into as of the date signed below (the "Effective Date") by and between:

BLUE CURVE, a limited liability company (the "Company," "Blue Curve," "we," "us"), including its owner Sean Dewil and any of the Company's employees, contractors, subcontractors, and agents (collectively, "Personnel"),

and

_____ (the "Client"), on behalf of themselves and, where applicable, their business, organization, property, or event.

The Company provides professional drone (unmanned aircraft system, "UAS") and ground-based photography and videography services (the "Services"). This Agreement governs the Services, the risks involved, and the rights the parties hold in the resulting footage, images, and other work product ("Media").

1. SERVICES

1.1 The Company will provide aerial and/or ground photography/videography services as described in the applicable quote, invoice, statement of work, or booking confirmation ("Scope"), which is incorporated into this Agreement by reference.

1.2 The Company operates its UAS in accordance with FAA Part 107 (Small Unmanned Aircraft Systems Rule) and holds a valid FAA Remote Pilot Certificate. The Company retains sole discretion over flight planning, safety protocols, and whether to proceed with, delay, or cancel a flight due to weather, airspace restrictions, mechanical issues, or any other safety concern.

1.3 Client acknowledges that drone flights may be delayed, rescheduled, or cancelled due to factors outside the Company's control, including but not limited to weather, wind, FAA Temporary Flight Restrictions (TFRs), airspace authorization delays (e.g., LAANC), equipment issues, or safety concerns identified by the Remote Pilot in Command. The Company will make commercially reasonable efforts to notify the Client promptly of any such delay.

2. ASSUMPTION OF RISK

2.1 Client understands and acknowledges that photography and videography services — including the operation of unmanned aircraft — carry inherent risks, including but not limited to:

(a) property damage to the Client's premises, structures, landscaping, vehicles, or other property; (b) personal injury to persons present at the location, including the Client, the Client's guests, employees, or members of the public; (c) equipment malfunction, loss of control, or unexpected flight behavior; (d) interference with or disruption of other electronic devices, wireless networks, or aircraft; (e) weather-related incidents; and (f) risks associated with access to rooftops, elevated areas, confined spaces, or other locations required to perform the Services.

2.2 Client voluntarily assumes full responsibility for any and all risks of loss, damage, or injury that may be sustained as a result of the Services, except to the extent caused by the gross negligence or willful misconduct of the Company or its Personnel.

3. RELEASE AND WAIVER OF LIABILITY

3.1 In consideration of the Company providing the Services, Client, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and (where applicable) their business or organization, hereby releases, waives, discharges, and covenants not to sue Blue Curve, Sean Dewil, and any of the Company's employees, contractors, subcontractors, and agents (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Client, the Client's property, or any third party while the Services are being performed, whether caused by the negligence of the Released Parties or otherwise, except to the extent such loss, damage, or injury is caused by the gross negligence, recklessness, or willful misconduct of the Released Parties.

3.2 This release applies to all activities reasonably related to the Services, including site visits, flight planning, setup, operation of the UAS and related ground equipment, and post-production work performed on or off the Client's premises.

3.3 Nothing in this Agreement waives any rights or protections that cannot be waived as a matter of law in the applicable jurisdiction.

3.4 Waiver of California Civil Code Section 1542. To the extent California law applies, Client expressly waives the protections of California Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Client acknowledges that this waiver is a material part of this Agreement and that the release in Section 3 is intended to apply to all claims described above, whether or not currently known or suspected.

4. INDEMNIFICATION

4.1 Client agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's breach of this Agreement; (b) Client's failure to secure necessary permissions for the Company to access the property or airspace involved in the Services; (c) inaccurate or incomplete information provided by Client regarding the location, hazards, or occupants of the site; or (d) Client's misuse of the Media in violation of Section 6.

4.2 This indemnification obligation does not apply to the extent a claim arises from the gross negligence or willful misconduct of the Released Parties.

5. CLIENT REPRESENTATIONS AND SITE ACCESS

5.1 Client represents that they have the legal right to grant the Company access to the property/location where the Services will be performed, or have obtained all necessary permissions, consents, and authorizations from the property owner and any relevant third parties (e.g., HOA, building management, event venue, government authority).

5.2 Client is responsible for disclosing any known hazards at the site (e.g., power lines, livestock, sensitive equipment, restricted airspace, presence of minors or animals) prior to the scheduled Services.

5.3 Client is responsible for obtaining any required consents from individuals who may be identifiable in the Media (e.g., employees, guests, models) unless otherwise agreed in writing.

5.4 PROPERTY ACCESS AUTHORIZATION (RIGHT OF ENTRY). Client hereby grants Blue Curve, its owner, employees, contractors, subcontractors, and agents ("Personnel") the full and unrestricted right of entry onto, over, and within the property, premises, structures, land, and surrounding areas at the location(s) where the Services will be performed ("Property"). This authorization includes access for all activities reasonably necessary to perform the Services, including site inspection, setup, staging, equipment placement, ground operations, aerial operations, and any required repositioning of equipment or personnel.

Client represents and warrants that they are the lawful owner of the Property or have full authority from the lawful owner or controlling entity to grant this Right of Entry. Client accepts full responsibility for securing any required permissions from landlords, HOAs, venue managers, tenants, government entities, or other third parties with legal interest in the Property. Client agrees to indemnify and hold harmless Blue Curve and its Personnel from any claims arising from insufficient or invalid authorization, except to the extent caused by the gross negligence or willful misconduct of Blue Curve.

This Right of Entry shall remain in effect for the duration of the Services and for any follow-up visits reasonably required for post-production, supplemental capture, or correction of deliverables.

6. MEDIA OWNERSHIP AND USAGE RIGHTS

6.1 Ownership. All photographs, video footage, raw files, and edited deliverables created by the Company in connection with the Services ("Media") are the intellectual property of Blue Curve. Client receives a license to use the delivered Media as set out in the applicable Scope (e.g., for the Client's own marketing, website, and business use), unless a separate written agreement states otherwise.

6.2 Company's Right to Use Media. Except as provided in Section 6.3, Client grants Blue Curve a perpetual, worldwide, royalty-free, non-exclusive right to use, reproduce, publish, and display any Media created for the Client for the Company's own marketing, advertising, portfolio, website, social media, and other promotional purposes, and to use such Media (or Media substantially similar in style, subject, or content) in the course of providing services to other clients. This includes the right to feature the Media in the Company's demo reels, proposals, advertising campaigns, and public-facing marketing materials, in any medium now known or later developed.

6.3 Client Opt-Out / Exclusivity. If the Client wants the Media created for them to be used solely for the Client and not used by the Company for its own marketing, portfolio, or other clients' work, the Client must state this request in writing prior to or at the time of booking (e.g., in the Scope, quote, or booking confirmation). Absent such a written request, Section 6.2 applies by default.

6.4 No Obligation to Reproduce Identical Work. Client acknowledges that even where Media is designated exclusive under Section 6.3, this restriction applies only to the specific Media created for the Client. It does not prevent the Company from capturing or delivering similar, comparable, or stylistically related images or video (e.g., of a similar property type, angle, or

subject) for other clients or for its own promotional purposes, provided such new work is independently created and is not the Client's actual delivered Media.

6.5 Client will not remove, alter, or obscure any watermark, credit, or attribution the Company includes on Media without prior written consent, where applicable.

7. INSURANCE

7.1 The Company maintains commercial general liability and, where applicable, aviation/hull liability insurance covering its drone operations. Certificates of insurance are available to the Client upon written request.

8. PAYMENT AND CANCELLATION

8.1 Payment terms, deposits, and cancellation/rescheduling policies are as set out in the applicable Scope, quote, or invoice.

8.2 In the event of a cancellation due to weather, FAA restrictions, or other safety concerns identified by the Company, the Company will work with the Client in good faith to reschedule; no liability shall attach to the Company for such delays.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by law, in no event shall the Released Parties' total aggregate liability arising out of or related to this Agreement or the Services exceed the total amount paid by the Client to the Company for the Services giving rise to the claim.

9.2 In no event shall the Released Parties be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or lost business opportunities, even if advised of the possibility of such damages.

10. GENERAL PROVISIONS

10.1 Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law principles.

10.2 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

10.3 Entire Agreement. This Agreement, together with the applicable Scope/quote/invoice, constitutes the entire agreement between the parties regarding the Services and supersedes all prior discussions or agreements, written or oral, relating to the subject matter herein.

10.4 Amendment. This Agreement may only be amended in writing signed by both parties. Any exclusivity request under Section 6.3 must be documented in writing to be effective.

10.5 Assignment. Client may not assign this Agreement without the Company's prior written consent.

10.6 Voluntary and Informed Execution. Client acknowledges that they have read this Agreement in its entirety, understand its terms, and are signing it voluntarily and with full knowledge of its legal significance, including the release of liability described in Section 3.

SIGNATURES

CLIENT

Signature: _____

Print Name: _____ Date: _____

Business/Organization (if applicable): _____

☐ Exclusivity requested — I want the Media created for me used solely for my own purposes, and I do not authorize Blue Curve to use it for its own marketing, advertising, or other clients (per Section 6.3).

BLUE CURVE

Signature: _____

Print Name: Sean Dewil Title: Owner / Remote Pilot in Command

Date: _____