

Swampfest Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR THE BOARDR, LLC - FLORIDEAH, LLC - WALDO RV AND MOTORSPORTS PARK MONSTER ENERGY COMPANY - (COLLECTIVELY "SWAMPFEST")

READ THIS AGREEMENT ("RELEASE") CAREFULLY. YOUR ENTRY/PARTICIPATION INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY ENTERING AND/OR PARTICIPATING, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF SWAMPFEST, ITS OFFICERS, ITS DIRECTORS, ITS EMPLOYEES, AND ITS AGENTS (COLLECTIVELY THE "RELEASEES"). THIS RELEASE IS MADE PURSUANT TO FLORIDA LAW.

I, on behalf of myself and/or my minor child(ren) in consideration for the opportunity for me and/or my minor child(ren) to participate in SWAMPFEST and related activities and on behalf of myself, my minor child(ren), my heirs, next-of-kin, and assigns, I HEREBY EXECUTE THIS RELEASE ON THE FOLLOWING TERMS:

THE ACTIVITY. Entry to SWAMPFEST and related activities (including, but not limited to skateboarding, BMX, inline skating, rollers skating, scootering, motorcycles, four-wheelers, etc.) are referred to in this Release collectively as "Action Sports." By participating, you acknowledge and agree that Action Sports are inherently dangerous activities that carry the risk of causing serious injury or death to both those participating in the Action Sports, and those who are simply spectating, observing, or attending (collectively, "Attending") Action Sports events. For this reason, SWAMPFEST recommends that you use helmets, pads, and any other safety equipment appropriate while participating in and attending SWAMPFEST. You may be seriously injured or die if you fail to use appropriate safety equipment. By participating, you understand and agree that your participation in or attendance at SWAMPFEST is entirely voluntary. By participating you (a) acknowledge that you are participating in and/or attending SWAMPFEST with full knowledge of the risks; (b) knowingly and expressly agree and promise to accept and assume all of the risks of participating in and/or attending SWAMPFEST, including the risk of serious injury and death; (c) acknowledge that you are knowingly and intentionally waiving important legal rights, and forever releasing the Releasees' from any and all liability as set forth herein.

RELEASE AND WAIVER. I release and forever discharge and hold harmless the Releasees and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my/our activities with SWAMPFEST, to the extent permitted by law.

I understand that this release discharges the Releasees from any liability or claim that I/we may have against the Releasees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my/our activities with SWAMPFEST, whether caused by the negligence of SWAMPFEST, its officers, directors, employees, or agents. I also understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

MEDICAL TREATMENT. I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my/our activities with SWAMPFEST.

ASSUMPTION OF RISK. I understand that any activities I/we perform may include activities that could be hazardous. I also understand that I/we may participate in activities at the direction of SWAMPFEST employees or agents. I expressly and specifically assume the risk of injury or harm in all activities with SWAMPFEST and release the Releasees from all liability for injury, illness, death, or property damage resulting from those activities. Additionally, I assume the risk of actual or alleged transmission of any communicable disease such as COVID-19, including but not limited to currently known effects and any future discoveries.

PARTICIPANT CONDUCT. While engaged in SWAMPFEST, irrespective of where such activities occur, a participant is responsible for doing all of the following:

- (a) Acting within the limits of his or her ability and the purpose and design of the equipment used;
- (b) Maintaining control of his or her person and the equipment used; and
- (c) Refraining from acting in any manner which may cause or contribute to death or injury to himself/herself or others.

I understand that failure to comply with the requirements of this paragraph shall constitute negligence on my own behalf.

INSURANCE. I understand that SWAMPFEST does not carry or maintain health, medical, or disability insurance coverage on my behalf and I am expected and encouraged to obtain my own medical or health insurance coverage for myself and/or my minor child(ren).

OTHER. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the substantive laws of the State of Florida. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I further agree that any action between myself, my minor child(ren), or my/their representative and any of the Releasees, including any action to enforce any of the provisions of this agreement, shall be brought and prosecuted only in the courts of the state of Florida located in Hillsborough County, Florida, or the United States

District Court for the Middle District of Florida, Tampa Division. The parties hereto expressly consent to the jurisdiction of said courts and waive any and all objections to said venue or jurisdiction, including but not limited to objections based on personal jurisdiction.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY ENTERING/PARTICIPATING IN SWAMPFEST BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY ENTERING/PARTICIPATING YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO PARTICIPATE, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE.

PHOTO RELEASE AND WAIVER. I hereby grant to SWAMPFEST the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of SWAMPFEST or its partners or sponsors. I agree that SWAMPFEST has complete ownership of such material and can use said material for any purpose. These uses include, but are not limited to, videos, publications, advertisements, news releases, websites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc.

I hereby release and discharge SWAMPFEST and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

I represent that I am over the age of eighteen (18) years or, if I am under 18 years of age, I have obtained the required consent of my parents/guardians, and that I have read the foregoing and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns. This agreement is being made and entered into under the laws of the State of Florida and shall be governed and interpreted in accordance with the laws of said state. This agreement embodies the entire agreement of the parties (subject and photographer). No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I further agree that any action to enforce any of the provisions of this agreement, shall be brought and prosecuted only in the courts of the state of Florida located in Hillsborough County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. The parties hereto expressly consent to the jurisdiction of said courts and waive any and all objections to said venue or jurisdiction, including but not limited to objections based on personal jurisdiction.

If the participant is 13 years of age or less, by signing this release, I am also granting permission to use my guardian minor's information to publish public start lists and results from the competition including first name, last name, hometown, age, stance, a headshot, and sponsors if any. This information is provided by me at the time of registration or on site at check-in. It is not used for any other purpose other than reporting results from the event. There is no tracking, no personal contact information, and no marketing use. You may also request to have the public listing of your result and all information, including record of your participation performance ranking, permanently deleted by making a request to help@theboardr.com.

I HAVE READ AND UNDERSTAND THE ABOVE RELEASE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS.

MUST BE NOTARIZED IF UNDER 18 YEARS OF AGE AND PARENT NOT PRESENT

_____	_____	____/____/____
Name (Print)	Signature	Date

_____	_____	____/____/____
Parent Name – if under 18 (Print)	Signature	Date

_____	____/____/____	(Seal)
Notary	Date	