

## Waiver and Release of Liability

WHEREAS, Participant wishes to participate in the Event; and

WHEREAS, subject to the terms and conditions of this Agreement, to allow Participant to participate in the Event.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

**1. Assumption of Risk.** Participant acknowledges and agrees that Participant voluntarily participates in the Event. Participant is fully and completely aware of and hereby assumes the risk of illness, accident, injury, death, personal injury, bodily harm, emotional distress, psychological harm, property damage and all other dangers potentially arising from or in connection with Participant's participation in the Event (all of the foregoing, collectively, the "Hazards"). Participant is aware of and assumes all Hazards that may result from, among other causes, the active or passive negligence (including but not limited to negligent supervision) of the Promoters and/or any of their respective affiliates, officers, directors, employees, agents, successors and assigns (all of the foregoing, collectively, the "Released Parties"). Participant understands and agrees that none of the Released Parties will obtain insurance on Participant's behalf, and that Participant is solely responsible for obtaining Participant's own insurance, if Participant so desires.

**2. Release of Liability.** Participant, on behalf of Participant and Participant's agents, representatives, spouse, guardians, successors, assigns, heirs, children and next of kin (all of the foregoing, collectively, the "Participant Parties"), hereby irrevocably waives, releases, discharges and holds all of the Released Parties harmless from and against any and all losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees and medical expenses) arising from or in connection with any and all Hazards, whether occurring on or off the premises where the Event takes place. Participant shall bear the sole and exclusive responsibility for all Hazards.

**3. Indemnification.** Participant shall forever indemnify, defend and hold the Released Parties harmless from and against any and all losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees) arising from or in connection with any (i) Hazards suffered by Participant, and (ii) actions or claims brought by any of the Participant Parties against any the Released Parties in connection with the Hazards or the Event.

**4. Knowing and Voluntary Execution.** Participant represents and warrants to the Released Parties that Participant

- (i) has carefully read this Agreement and understands its contents,
- (ii) is not a minor,
- (iii) possesses all rights and faculties necessary to execute, deliver and perform this Agreement in accordance with its terms, and
- (iv) understands that this Agreement requires the Participant Parties to assume the risk of negligence of the Released Parties and to release the Released Parties from all liability. Participant acknowledges and agrees that Promoters are relying on this Agreement in allowing Participant to participate in the Event.

**5. Term and Termination.** This Agreement shall expire on 30th June, 2032. This Agreement may be terminated only if the parties hereto enter into a tangible written agreement that is duly signed by all parties hereto.

**6. Lawsuits.** Participant represents and warrants to the Released Parties that none of the Participant Parties shall make or institute any lawsuit or claim any liability, in law or in equity, against any of the Released Parties with respect to any of the Hazards. notwithstanding the foregoing, none of the Participant Parties shall commence any action or proceeding against any of the Released Parties more than ninety days after the date on which the Event takes place, and Participant acknowledges that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim. in case of any lawsuit, Participant hereby expressly waives the right to have Participant's claims or defenses heard by a jury.

**7. No Representation or Warranties.** none of the Released Parties makes any representation or warranty, express or implied, with respect to the Event and each of the Released Parties expressly disclaims all express or implied representations and warranties.

**8. Limitation of Liability.** notwithstanding any provision of this agreement to the contrary, none of the Released Parties shall be liable to the Participant or any of the Participant Parties or any other person or entity for any indirect, special, incidental, consequential, punitive or exemplary damages (including but not limited to lost revenues, anticipated revenues or profits), whether in an action in contract or tort, under statute or otherwise, arising from any claim directly or indirectly relating to or arising in connection with the Event and/or this Agreement.

**9. Severability.** If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from this Agreement, the remainder of which shall continue to be valid, lawful and enforceable in all other respects to the fullest extent permitted by law.

**10. Governing Law.** This Agreement shall be governed by and construed in accordance with UK law, without regard to conflict of law principles. Any controversy arising under this Agreement shall be adjudicated before a court of competent jurisdiction located in the United Kingdom. By the execution and delivery of this Agreement, each party: (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court; and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

**11. Entire Agreement.** This Agreement constitutes the sole and entire understanding among Participant, Promoter and Venue with respect to the subject matter hereof and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, among Participant, Promoter and Venue with respect to such subject matter. No amendment, supplement or modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be duly executed by ticking the box