

Please read the waiver below and fill out the required fields found in the following form sections. All liability language from the waiver will apply to all persons listed below.

EVEREST CONCEPTS LLC / LUV N LIFE RENTALS

**RENTALS WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION
AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF
LEGAL RIGHTS.**

Agreement of Release, Indemnity and Assumption of Risk

READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN IT. This is a binding agreement by you in favour of the EVEREST CONCEPTS LLC / LUV N LIFE RENTALS (to be defined) for all of your activities or rentals. You are signing this agreement in exchange for being allowed to rent and perform activities.

1. Disclosure of Risks. Outdoor climbing and watersport activities, including, without limitation, swimming, paddleboarding, kayaking, jet skiing, boating, tubing, skiing, fishing, RV & camping rentals, and other sport or activity, are extreme sports and possess an elevated level of danger that could result in physical and emotional injury, death, property loss and damage. These risks include, but are not limited to: drowning, impacting water or the shore, lake bottoms, boats (including engine propellers), other patrons, and man-made objects such as ropes, platforms, buoys, ramps, rails, cable towers (whether directly or by objects falling from them), possibly at high speeds, entanglement with cables and tow ropes, wet and slippery surfaces on shore, exposure to wildlife, insects, and waterborne diseases such as amoeba *naegleria fowleri*, and other risks in winter months, heat and sun-related injuries and illnesses like sunburn, sun stroke, and dehydration. Climbing and cable safety systems may malfunction, be defective, or fail and safety equipment may not adequately protect you. Patrons may perform activities out of control or beyond their physical limits, or otherwise act in negligent, reckless or intentional manner which contributes to the injury or death of themselves or other patrons. Staff, patrons and other individuals may act negligently, recklessly or wrongfully. EVEREST CONCEPTS LLC / LUV N LIFE RENTALS may fail to warn patrons of certain risks, and some activities may possess different risks than others. EVEREST CONCEPTS LLC / LUV N LIFE RENTALS does not provide lifeguards on duty, nor do they actively supervise any systems, activities, rentals. Therefore, you will swim and participate in watersport activities at your own risk. **I understand and appreciate all these risks and the possible outcomes, and I voluntarily choose to participate nonetheless.**
1. Assumption of Risk. To the maximum extent permitted by law, I acknowledge, understand, and assume any and all risks of injury, death, and property loss and damage to me regardless of whether inherent or described in this agreement. My participation in any activity or rental is purely voluntary and I elect to participate in spite of the risks.
1. Waiver, Release, Covenant Not to Sue, and Indemnification. I agree to each of the following for the benefit of EVEREST CONCEPTS LLC / LUV N LIFE RENTALS, its manufacturers, lessors, insurer and their respective owners, successors, affiliates, managers, officers, agents and employees as well as contractors used or paid by Everest Concepts / Luv N Life Rentals, respective lenders,

directors, officers, shareholders, employees, agents and contractors and subcontractors (all collectively referred to as the "Released Parties"):

- a. I waive any and all rights to pursue claims against the Released Parties for losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses through all levels of adjudication (including appeal) for personal injury (including death), property loss and damage and any and all other liabilities, claims, demands, actions and causes of action whatsoever in any way relating to my activities or rentals with EVEREST CONCEPTS LLC / LUV N LIFE RENTALS (collectively "Losses").
- b. I voluntarily release, remise and forever discharge and covenant not to sue the Released Parties from any and all liability for any such personal injury that I may incur any and all claims, demands or causes of action which are in any way connected with my participation in any activity or rental with EVEREST CONCEPTS LLC / LUV N LIFE RENTALS or my use of EVEREST CONCEPTS LLC / LUV N LIFE RENTALS equipment and/or facilities and/or property including any such claims which allege negligent acts or omissions of EVEREST CONCEPTS LLC / LUV N LIFE RENTALS or any of the Released Parties. This release applies to and binds my personal representative, heirs, and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family and or listed in this document and understand and agree that the Released Parties rely to its detriment upon representation and would not allow my minor child to use its facility without representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity with EVEREST CONCEPTS LLC / LUV N LIFE RENTALS , whether or not I am present, I make this release and these representations on his or her behalf as well as my own, and agree to assume responsibility for his or her safety.
- c. I will indemnify, protect, defend and hold harmless any and all Released Parties from and against any and all Losses asserted against or incurred by any of them, regardless of whether such Losses are suffered or caused by me and regardless of who asserts them.
- d. I certify that I have adequate insurance to cover and injury or damage I may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself. My insurance company shall not have, and I hereby waive, any rights of subrogation against EVEREST CONCEPTS LLC / LUV N LIFE RENTALS or any of the Released Parties on account of any losses.

EXCEPT IN THE CASE OF A MINOR CHILD, THIS INSTRUMENT RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OR WRONGFUL CONDUCT OF ANY OF THE RELEASED PARTIES (INCLUDING GROSS NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW), BUT DO NOT INCLUDE INTENTIONAL, WANTON OR WILLFUL MISCONDUCT.

ONLY IN THE CASE OF A MINOR CHILD, AND NOTWITHSTANDING ANYTHING IN THIS INSTRUMENT TO THE CONTRARY, THIS INSTRUMENT ONLY RELEASES AND WAIVES CLAIMS AGAINST THE RELEASED PARTIES FOR THE RISKS INHERENT IN PARTICIPATION IN THE ACTIVITIES AND DOES NOT RELEASE AND WAIVE ANY CLAIMS AGAINST THE RELEASED PARTIES FOR CLAIMS ARISING FROM THE NEGLIGENCE OR WRONGFUL CONDUCT OF ANY OF THE RELEASED PARTIES.

1. Other Provisions

- a. I have verified with a medical doctor that I am in a physical condition that is suitable and safe for me to conduct all activities that I will conduct with EVEREST CONCEPTS LLC / LUV N LIFE RENTALS . Prior to commencing each activity I will notify my instructor or party about any pre-existing medical condition. If I do not feel physically capable of performing an activity I will refrain from that activity. I will utilize any and all appropriate safety devices (such as coast guard approved life jackets, helmets and nose clips). I understand that certain activities and cable systems require different skill levels, and that for my own safety I will only participate and use systems for my skill level. I agree to read and obey any and all safety rules that are posted or available online any and all instructions by instructors, aqua guides and staff. I acknowledge that the use of water obstacles will void the warranty on my wakeboard and other equipment which is at my sole cost and responsibility.
- b. In case of injury, I give permission to EVEREST CONCEPTS LLC / LUV N LIFE RENTALS to seek medical treatment on my behalf.
- c. If any term of this Agreement is held to be invalid or unforeseeable, the remainder of this Agreement shall not be affected and the term in question shall be valid and enforced to the fullest extent permitted by law. This agreement is governed by the law of the State of Florida and all disputes shall be resolved in state or federal courts located in Orange County, Florida. This agreement will remain in full force and effect for one (1) year from the date of signature.
- d. I acknowledge that EVEREST CONCEPTS LLC / LUV N LIFE RENTALS might record or photograph my likeness, performance and participation. I agree that EVEREST CONCEPTS LLC / LUV N LIFE RENTALS will be the sole owner of all rights to those photographs forever, and that EVEREST CONCEPTS LLC / LUV N LIFE RENTALS may use likeness in these recordings and photographs in any and all publications and advertisements and on social media, all without any payment of consideration or liability to me. This agreement is irrevocable by me.
- e. I acknowledge that EVEREST CONCEPTS LLC / LUV N LIFE RENTALS may deny access to me at any time, and that fraudulent use or illegal activity any kind could result in disciplinary action.
- f. I agree, by typing my name or providing any other type of electronic confirmation that is requested, that I am providing an electronic signature that is the legal equivalent of a manual signature.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I HAVE HAD THE OPPORTUNITY TO HAVE MY LEGAL COUNSEL REVIEW IT. I AGREE THAT, BY SIGNING IT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MIGHT HAVE AGAINST THE RELEASED PARTIES.

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 EVEREST CONCEPTS LLC / LUV N LIFE RENTALS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN

DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM **EVEREST CONCEPTS LLC / LUV N LIFE RENTALS** 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 SIGN THIS FORM, AND **EVEREST CONCEPTS LLC / LUV N LIFE RENTALS** HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I Agree

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

I acknowledge I have read and understand this waiver and certify that all personal information is correct.