

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK,
COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT**

**(Read carefully before signing. This document has significant legal consequences.
You may wish to consult with an attorney before signing).**

IN CONSIDERATION of being allowed on the real property leased by PDEKK, LLC, known and referred to as Triple Canopy Ranch (the "Property") and to observe and/or participate in any activities conducted on the Property (including, but not limited to, motorsports, camping, spectating, sightseeing, jogging, fishing, swimming, bicycling, airboating, mud-bogging, racing, and riding within or upon any vehicles (including off-road vehicles and street legal vehicles) (the "Activities"), the undersigned, his/her personal representatives, successors, spouse, next of kin, heirs, estate or assigns of mine agree that:

RELEASE OF LIABILITY. I UNDERSTAND THERE ARE INHERENT RISKS AND UNCHARACTERISTIC DANGERS THAT I MAY EXPERIENCE WITH MY PRESENCE ON THE PROPERTY, therefore, I hereby remise, release, acquit, satisfy and forever discharge PDEKK, LLC, PEC Properties, LLC, their shareholders, officers, directors, agents, employees, independent contractors, consultants, affiliates, subsidiaries, successors and assigns, promoters, sponsors, advertisers, participants, rescue personnel, inspectors, surveyors, underwriters and other persons or entities who give recommendations, directions or instructions, or engage in risk evaluation or loss control activities and their directors, officers, agents and employees (herein collectively referred to as "Releasees"), from all liability, and all manner of action and actions, cause and causes of action, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which I ever had, now have or may have in the future, or which any personal representatives, successors, spouse, next of kin, heirs, estate or assigns of mine hereafter can, shall or may have, for any reason or cause whatsoever, including but not limited to, any and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to my physical presence on the Property or my participation in any Activities at the Property.

ASSUMPTION OF RISK. I understand and comprehend the inherent risks and uncharacteristic dangers associated with my physical presence at the Property and the Activities engaged in by myself and by others at the Property and hereby assume full responsibility for any risks of bodily injury, death or property damage arising out of my physical presence at the Property, whether caused by my own negligence, the negligence of others, the Releasees, lack of due care or otherwise.

COVENANT NOT TO SUE. I, nor anyone on my behalf, including, but not limited to, my personal representatives, successors, spouse, next of kin, heirs, estate or assigns of mine hereafter hereby covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasees arising out of or in any way related to my physical presence at the Property or as a result of my participation in any Activities at the Property.

INDEMNITY AGREEMENT. I hereby agree to indemnify, hold harmless and defend Releasees from and against any and all claims, costs, expenses, or liability (including attorneys fees), attributable to bodily injury, sickness, disease, emotional trauma, death, or to damage or destruction of property (including loss of use thereof) caused by, arising out of, resulting from, or occurring in connection with my physical presence on the Property and any Activities that I may engage in at the Property. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

LEGAL TERMS. The terms and provisions of this Agreement and any dispute arising in connection herewith shall be governed by and construed in accordance with Florida law. The parties agree that the jurisdiction and venue for any legal action filed in connection with this Waiver and Release shall be in Polk County, Florida. **IN ADDITION, I HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, MY PRESENCE ON THE PROPERTY, OR ANY CLAIMS IN ANY WAY RELATED TO THE PROPERTY OR THE ACTIVITIES.**

INSPECTION AND ACCEPTANCE OF PREMISES. I hereby certify that I agree to carefully examine the areas of the Property that I intend to use prior to each use of the same, and that my participation in any Activities or the use of any facilities found on the Property will automatically indicate my acceptance of the conditions of the premises as being reasonable and safe for the purposes for which they are used, and the facilities and premises are accepted in an "AS IS" condition without any reservation, limitation or warranty.

NO WARRANTIES. I acknowledge that Releasee has not made any warranties, express or implied, regarding the condition of the Property or the physical or mental condition, competency or skills of any other person using the Property or officiating any event held at the Property.

SKILLS AND RULES. I hereby certify that I have, or will examine the Property, am familiar with, or will become familiar with the conditions associated with the Property and that I am capable and skilled in the use of ATV's, UTV's, Off-Highway Vehicles, street legal vehicles, airboats or any other types of vehicles, if any, that I will operate or ride as a passenger at the Property. **I ACKNOWLEDGE THAT I HAVE READ AND AM FAMILIAR WITH AND AGREE TO FOLLOW, OBEY AND ABIDE BY THE RULES OF THE PROPERTY** (see page two of this document). I understand that my failure to adhere to these Rules involved with my participation at the Property may result in my being removed from the Property. I agree to follow the laws of all applicable government entities, and I agree to conduct myself in a responsible and respectful manner over and above the requirements of these Rules and applicable laws. I will not be entitled to a refund under any circumstances. I understand that any injuries or damages that I may incur as a result of mine and/or other participants' failure to abide by any rules, regulations or laws are not the responsibility of Releasees.

MEDICAL AID. I further release all Releasees from any claim whatsoever on account of any first aid treatment or services rendered to me as a result of my physical presence and/or my participation in any Activities on the Property, including but not limited to negligence in any rescue operation, or in the event that medical care is not provided. I hereby consent to being transported to doctors, clinics or hospitals as necessary in the event of any injury, and I hereby assume responsibility for all costs incurred by such transportation and treatment, including costs of collection, which may include reasonable attorney's fees. I understand that the Property is in a remote location and that medical care may be inadequate or unavailable.

I understand that PDEKK, LLC or any of its Independent Contractors shall not be responsible for any damage(s) to a person(s), their personal property or their vehicle(s) due to being towed by a representative of PDEKK, LLC or by any of its Independent Contractors' vehicles or other pieces of equipment.

I understand that photographs, videos, and/or audio recordings may be taken of me and/or my personal property during my presence at the Property, and I hereby consent to the use of my likeness for display and/or reproduction for promotional and commercial purposes. I agree that I will not be entitled to any compensation whatsoever for any use of my likenesses as referenced herein.

I hereby agree that this agreement and every provision herein shall apply at any and all times which I am on the Property, from the date of this Waiver and Release forward and is not limited to the date of execution of this document.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

I HAVE READ THIS AGREEMENT OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME AND I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER ACKNOWLEDGE THAT I AM OF LEGAL AGE AND AM HEREBY ENTITLED BY LAW TO EXECUTE THIS DOCUMENT.

Dated this _____ day of _____, 20_____.

Attendee Signature

Printed Name of Attendee

Attendee Signature

Printed Name of Attendee

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