

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT

Please read carefully before signing. By affirmatively checking, signing, or electronically signing, you have read, understood, and agreed to the terms of this Agreement. You are bound by the same.

WHEREAS, Salty Seat and Shade, LLC("Company") is engaged in the business of providing beach equipment rentals (the "Services").

WHEREAS, Company is willing to permit the individual ("Renter") signing this Agreement to rent from the Company certain beach equipment and accessories, including but not limited to beach chairs and beach umbrellas (the "Beach Equipment"), upon the terms and conditions of this Agreement. The Company and Renter may be collectively referred to herein as the "Parties."

In consideration of the rental Services of Company, Renter for himself or herself, his or her respective heirs, personal representatives, family, assignees, agents, estates, and affiliates, stipulates and agrees:

1. **Assumption of Risk.** Renter understands and acknowledges that the use of the Beach Equipment is at Renter's own risk. Such use may be dangerous and may involve the risk that Renter will sustain serious injury, temporary or permanent disability, death, and/or property damage. Renter understands that the Beach Equipment and its use by Renter is not supervised. By signing this Agreement, Renter hereby agrees, on behalf of Renter's respective heirs, personal representatives, family, assignees, agents, estates, and affiliates, and explicitly acknowledge and agree in advance to these conditions, accept and willingly assume all risks and hazards related to, arising out of, or associated with the rental and use of the Beach Equipment, including the risks that any adverse weather conditions may present. RENTER VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO RENTER'S USE OF THE BEACH EQUIPMENT, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE COMPANY.
2. **Release from Liability.** Renter hereby agrees, on behalf of Renter and Renter's respective heirs, personal representatives, family, assignees, agents, estates, and affiliates, as well as on behalf of any person Renter invites as a guest to use and access the Beach Equipment, (each an "Additional Guest"), and their respective heirs, personal representatives, family, assignees, agents, estates, and affiliates, to fully and forever discharge and release Company and its affiliates, and their respective partners, shareholders, officers, members, agents, operators, managers, employees, and representatives, (the "Released Parties"), of and from any and all claims Renter or any Additional Guest may have or hereinafter have for any injury, temporary or permanent

disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Renter's or any Additional Guest's access to or use of the Beach Equipment, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. Renter acknowledges and agrees that this release from liability is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by Renter or any Additional Guest while using the Beach Equipment.

3. **Covenant Not to Sue.** Renter agrees, on behalf of Renter and Renter's respective heirs, personal representatives, family, assignees, agents, estates, and affiliates, as well on behalf of any Additional Guest, and their respective heirs, personal representatives, family, assignees, agents, estates, and affiliates, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Renter or any Additional Guest, may have as a result of any personal injury, death or property damage Renter or any Additional Guest may sustain while using the Beach Equipment.
4. **Indemnification.** Renter hereby agrees to defend, indemnify and hold harmless the Company and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Beach Equipment (collectively, "Third Party Losses or Claims"), including but not limited to any Third Party Losses or Claims made by or on behalf of any one or more of the Additional Guests.
5. **Responsibility for Personal Property.** Renter acknowledges and agrees that Renter is fully and solely responsible for any of Renter's property and personal belongings that Renter brings onto the beach while using the Beach Equipment, and that the Company will not be responsible for or provide any security for Renter's or any other person's or party's property and personal belongings.
6. **No Representation by Company.** Renter acknowledges that the Company makes no representation as to the condition or safety of the Beach Equipment. Renter acknowledges and agrees that Renter is not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors, or representatives regarding this Agreement, the Beach Equipment, or the Services, and

hereby specifically disclaims all warranties, whether express or implied, to the fullest extent permitted by law.

7. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the Parties hereto hereby designate the court that retains exclusive jurisdiction to enforce this Agreement as the Fourteenth Judicial Circuit in and for Bay County, Florida as the proper jurisdiction and the venue in which same is to be instituted.
8. **Attorney Fees.** In the event of any litigation arising out of or brought for the purpose of enforcing any of the terms of this Agreement, the prevailing party shall be entitled to recover all legal expenses and costs, including reasonable attorneys' fees, on all levels of such proceedings.
9. **Compliance with Laws.** In the performance of the terms of this Agreement and participation in the Event, the Parties shall comply with all applicable federal, state, regional and local laws, rules, and regulations.
10. **Severability.** If any provision (or portion thereof) of this Agreement is held to be illegal, in conflict with any law or otherwise invalid for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.
11. **Application to Renter's Guests.** This Agreement shall apply equally to the Renter and each of the Renter's Guests to the fullest extent permitted by law. Without limiting the generality of the foregoing, Renters who are parents or guardians of Additional Guests do hereby consent and agree to his/her release as provided herein.
12. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON

CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

RENTER HEREBY ACKNOWLEDGES THAT RENTER HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT RENTER HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO RENTER AND INTENDS RENTER'S SIGNATURE TO BE A COMPLETED AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.