

**WAIVER, RELEASE, HOLD HARMLESS, AND
COVENANT NOT TO SUE AGREEMENT**

**Please Read Carefully Before Signing
This is a Release of Liability and Waiver of Important Legal Rights**

1. The undersigned knowingly and willingly enters into the following Waiver, Release, Hold Harmless and Covenant Not to Sue Agreement (hereinafter the "Waiver Agreement").
2. Timber Pines Gen X Club, Inc. dba Gen X Club raises funds for its charitable activities by sponsoring, coordinating, executing and performing other actions related to concerts, dance parties, and other events (hereafter, collectively, the "Events"). The Released Parties in whose favor I am executing this Waiver Agreement are the Timber Pines Gen X Club, Inc. dba Gen X Club (hereinafter, the "Club") and any director, board member, member, volunteer, agent, heir, estate, representative, or invitee of any of the Club (herein, collectively, the "Released Parties"), as related in any way to the Club's sponsoring of, coordinating, executing, participating in, and otherwise relating to the Events.
3. I am aware that there are inherent risks and dangers related to concerts, dance party events, parties, other activities, and alcohol and food consumption. I understand that those risks and dangers include, but are not limited to, the risk of injury or death from physical exertion related to dancing and other activities; and the risk of injury or death from the consumption of alcoholic beverages or tainted food. Further, I understand that dance party activities and other Events may require good physical condition. Any participation by me in any such activity shall be conclusive proof that I freely, and with consideration of the risks, determined that I am in sufficiently good physical condition necessary for me to safely engage in such activities, and that I have chosen to participate in such activities in spite of the inherent risks and dangers involved and fully assume and accept full responsibility for any and all risks of injury or death and loss or damage to property.
4. I agree that I am solely responsible for the amount of alcohol I consume, and food that I eat, and all my actions as a participant in the Events. I understand that none of the Released Parties are responsible for my consumption of alcoholic beverages and/or food, or my actions as a participant in the Events and I will not hold any of the Released Parties responsible for my consumption of alcoholic beverages and/or food, or my actions as a participant in the Events. I understand the Released Parties accept no responsibility for my consumption of alcoholic beverages and/or food, or my actions as a participant in the Events. THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND/OR FOOD, AND MY ACTIONS AT THE EVENTS ARE UNDERTAKEN VOLUNTARILY AND AT MY OWN RISK.
5. I EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS DESCRIBED HEREIN, OR OTHERWISE EXISTING OR INHERENT IN MY PRESENCE AT, AND PARTICIPATION IN, ANY AND ALL EVENTS SPONSORED BY THE CLUB.
6. I am of lawful age and legally competent to sign this Waiver Agreement or have acquired the written consent of my parent or guardian. I understand that this is a contract, and that I am relinquishing important legal rights, including the right to sue the Released Parties for any damages, injury or harm that I may suffer. I have fully informed myself of the contents of this document. I am voluntarily signing this Waiver Agreement and I agree to the terms and conditions herein and realize they are given in exchange for my attendance at or participation in the Events, or related matters involving any Released Party. I understand this Waiver Agreement shall be determined according to the laws of the State of Florida and shall be adjudicated only in Florida courts to the exclusion of any other courts.
7. I HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, CHOSSES IN ACTION, SUITS, CONTROVERSIES OR LIABILITIES OF ANY KIND WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES WHICH IN ANY WAY DIRECTLY OR INDIRECTLY ARISE FROM OR ARE ASSOCIATED OR CONNECTED WITH MY PRESENCE AT THE EVENTS OR PARTICIPATION IN ACTIVITIES RELATED TO OR ASSOCIATED WITH THE EVENTS, WHETHER CAUSED BY THE ACTIVE, PASSIVE OR NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS"). I FURTHER HEREBY HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ALL CLAIMS RELATED TO OR ARISING FROM THE EVENTS.
8. I further expressly agree that this Waiver Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion hereof is held invalid, it is agreed that the balance of this document shall, notwithstanding such determination, continue in full legal force and effect.

9. This Waiver Agreement shall be effective as of the moment I sign below and at all times thereafter. The terms of this Waiver Agreement shall bind me, my heirs, personal representatives, successors and subrogees.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I UNDERSTAND AND ACKNOWLEDGE THAT ANY PERMISSION GRANTED TO ME TO PARTICIPATE IN THE EVENTS IS CONDITIONAL UPON MY PRIOR EXECUTION OF THIS AGREEMENT AND MY AGREEMENT TO BE BOUND THERETO.

In addition to the above Waiver Agreement, the undersigned irrevocably grants to Timber Pines Gen X Club, Inc. dba Gen X Club (the "Club") the absolute right and permission to use any pictures, photographs, movies, images, videos, recordings, or motion pictures taken of me or my property by any member or representative of the Club (collectively, the "Images") and to further use any statements, quotes, recordings or testimonials made by me (collectively the "Testimonials"), to use my name in connection with the use of any Images or Testimonials at the Club's sole discretion without compensation, royalty or remuneration of any kind. I waive any rights to inspect or approve the Images or the Testimonials, their use, or any printed or audio matter that may be in connection therewith, without restriction of limitation whatsoever.

Signed and made this _____, 202____.

Signature: _____

Print Name: _____

Address: _____
