

## GENERAL RIDER #1

### WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of permission from Myrtle Beach Farms Company, Inc., a South Carolina corporation (the "Property Owner") to allow the undersigned to attend and participate in the **Myrtle Beach Jeep Jam Obstacle Course** land located at 2501 N. Kings Highway, Myrtle Beach, South Carolina, known as the on the former Myrtle Square Mall site, for the period of April 13, 2018 through April 15, 2018 (the "Activity") organized and hosted by **EARTHSHIRTS, INC.**, a South Carolina corporation, the undersigned acknowledges and agrees as follows:

1. There is an inherent risk of injury from my presence at, and/or participation in, the Activity; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO MY PRESENCE AT, AND/OR PARTICIPATION IN, THE ACTIVITY, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as hereinafter defined), AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE ACTIVITY; and,
3. If I observe any unusual significant hazard during my presence at, or participation in, the Activity, I will remove myself from participation in such Activity and bring such to the attention of the nearest official or representative of the Property Owner immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS the Property Owner, and its officers, directors, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Activity (hereinafter referred to as the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, hereby agree to indemnify and hold harmless the Releasees against any loss, costs, damages, liens, expenses (including attorneys' fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon the Releasees for any property damage or loss, personal injury of any kind, illness and/or death, whether arising from the negligence of the Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Activity.
6. The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (THIS "AGREEMENT") AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE ABOVE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Participant's Signature \_\_\_\_\_

Participant's name, printed \_\_\_\_\_

Date \_\_\_\_\_

***Note: a fully signed copy of this Agreement must be received before the Participant is allowed to take part in the Activity.***

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

**I hereby authorize the participation and attendance of my child in the Activity. I further certify that I, as parent/guardian with legal responsibilities for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, family and next of kin, I release and agree to indemnify the Releasees from any and liabilities incident to my minor child's involvement or participation in the Event as provided above, EVEN IF ARISING FROM THE RELEASEE'S NEGLIGENCE. I fully understand the terms and conditions of this Agreement as set forth above and expressly agree to be bound by the foregoing terms and conditions.**

Parent/Guardian Signature \_\_\_\_\_

Parent's name, printed \_\_\_\_\_

Participant's name, printed \_\_\_\_\_

Date \_\_\_\_\_

**Note: a fully signed copy of this Agreement must be received before the Participant is allowed to take part in this Activity.**