

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Jax Beach Arts Market in the City of Jacksonville Beach, FL, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: The Jax Beach Arts Market, Soft Sand Consulting, LLC, Better Jax Beach, Inc, Jonathan McGowan, and any associate, officer, agent, volunteer, successor and assigns of the Jax Beach Arts Market, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

5. I expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN INITIALLYING THE ACKNOWLEDGEMENT OF THIS RELEASE AS PART OF THE APPLICATION, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.