

REGISTRATION AGREEMENT AND LIABILITY WAIVER

(the "Agreement and Waiver")

Physical Condition: I declare and warrant that I am physically fit to participate in RFH (referred to as "the Event") in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.

Course Inspection: I agree that, before I participate in the Event, I will inspect the courses and general conditions for the Event. I will immediately give notice in writing to the organizers and the supervisor of the Event of any unsafe condition that I shall observe. And I will refuse to participate in the Event if I shall consider that any unsafe conditions exist.

Assumption of Risk: I understand and acknowledge that I and each participant in the Event shall be engaging in activities that involve the risk of serious injury, illness, permanent disability, dismemberment and death, and that also involve the risk of economic and property loss and damage. I understand that these risks may result from the actions, negligence or failure to act of myself and/or others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Event) or from the rules applicable to the Event or the challenges of the Event or the condition of the course, facilities or equipment used. I also understand that there may be risks involved which are not known to me or the sponsors, organizers, and volunteers, and may not be foreseen or reasonably foreseeable by any of the sponsors, organizers or volunteers involved in the Event at this time or at the time of the activities in which I may participate. **I hereby assume any and all of the foregoing risks** including the risk of any negligence by other participants or by anyone in the community in which the Event shall occur, the organizers, sponsors, or volunteers of the Event and their respective owners, directors, officers, employees, or agents ("the Organizers"), and the risk of injury caused by the condition of any property, facilities, or equipment used during the Event and accept personal responsibility for any injury (including, but not limited to personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Event or my participation therein or my attendance thereat ("Injury"). **I ALSO** understand and acknowledge that any and all travel including but not limited to travel by airplane and organized by the Organizers ("Travel") involves the risk of serious injury (to myself and my property) illness permanent disability dismemberment death and risks which may not be foreseen or reasonably foreseeable. **I hereby assume any and all of the risk** associated with Travel including risk which may arise by negligence, inaction, action or any other cause of the Organizers or third parties and accept personal responsibility for any and all Injury.

Liability Release: I hereby release and forever discharge and agree to save and hold harmless the Event, the sponsors, organizers and promoters of the Event and their respective parents and their subsidiaries and volunteers associated or affiliated with the Event, the owners, lessors and lessees of the property, facilities and equipment used in connection with the Event, the the Owners, and the other participants in the Event (each such entity or individual being referred to as a "Released Party" and all such entities and individuals being referred to as the "Released Parties") of and from any and all injuries (including, but not limited to personal injury, disability, dismemberment and death), illness, damage, loss, claim, action, suit or proceeding or other liability or expense of any kind or nature (and whether accruing to me, my heirs, dependants or my personal representatives) that may be caused or

alleged to be caused in whole or in part by the action, negligence, failure to act of any Released Party or any participant in the Event or the condition of the property, facilities or equipment that may arise out of or in connection with the Event or my participation therein or my attendance thereat or that may arise out of or in connection with Travel or my participation therein.

Indemnity: I hereby agree to indemnify and keep indemnified the Released Parties from and against any loss, claim, action, suit or proceeding or other liability or expense, of any kind or nature (and whether accruing to me, my heirs, dependants or my personal representatives) claimed made or brought by any person and arising out of my action, negligence, failure to act or condition of the property, facilities or equipment in connection with the Event or my participation therein or my attendance thereat or that may arise out of or in connection with Travel or my participation therein.

Medical Treatment: I understand that the emergency first aid, medication, medical treatment available at the Event may be extremely limited. In connection with any injury that I may sustain or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by any attending medical personnel if I am not able to act on my own behalf. I further authorize any attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

Disclaimer of Warranties: None of the Released Parties shall be liable for any direct, indirect, incidental, special or consequential damages, resulting from (a) the use or the inability to use or (b) for the cost of procurement of substitute goods and services or (c) resulting from any goods or services purchased or obtained or transactions entered into by a Released Party (d) unauthorized access to or alteration of your transmissions or data or (e) Travel or any problems related but not limited to scheduling, flight, times, delays, and other events out of the control of the Organizers, including but not limited to, damages for loss of profits, use, data or other intangible, even if a Released Party has been advised of the possibility of such damages. None of the Released Parties makes any warranty that the services at the internet websites of the Event will be uninterrupted, secure or error free. No Released Party warrants or guarantees the accuracy or completeness of any information in, or provided in connection with, the Event's internet websites. None of the Released Parties shall be responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of such internet websites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data. None of the Release Parties makes any warranty that the Travel and services thereto related will be uninterrupted secure or error free.

Indemnification: I agree to indemnify and hold each Released Party harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to my use of the internet website for the Event or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <https://bahamashopechallenge.com/>

Sever ability: I expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of The Bahamas and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that

provision shall be deemed sever able from this Agreement and Waiver and shall not affect the validity and enforce ability of any remaining provisions.

PARENT OR LEGAL GUARDIAN OF REGISTERED PARTICIPANT

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 18, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW

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Susan Larson

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