

NAME OF ACTIVITY: 2022 WATER FEATURE SHOWCASE BY Modern Design Aquascaping Inc.

DATE OF ACTIVITY: SATURDAY, SEPTEMBER 10TH

Accident Waiver and Release of Liability

By agreeing this Waiver, I assume all risk of my Spouse, child(ren), and/or myself participating in the above activity. Without signing this form, neither my spouse, child or myself will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury and that I undertake and assume this risk for my spouse, child(ren) and myself.

On behalf of my spouse, child(ren) and myself, I further waive and release promoters of the activity, Clients homes, any insuring entity of the above , and their family members,Volunteers, employees, representatives, or assigns as well as the activity sponsors, from any and all liability, including but not limited to, liability arising from negligence of fault of the entities of persons for any injury or disability which may occur as a result of my spouse, child(ren), or myself's participation in the above activity. I am assuming all risks on behalf of my spouse, my child(ren),and myself. That may arise from negligence or carelessness on part of any of the persons or entities being released, as well as from defective equipment.real property or persona property that is owned, maintained or controlled by the above persons.

I CERTIFY THAT MY SPOUSE, CHILD(REN) AND MYSELF ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR ANY AND ALL PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH RELATED REASON OF ANY PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MY SPOUSE, CHILD(REN) OR MYSELF IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MY SPOUSE,CHILD(REN) OR SELF IN PARTICIPATING IN THE ACTIVITY.

I consent to to receive medical treatment deemed advisable for an injury to my spouse, child(red) or myself during the activity and that any medical or other insurance for myself, spouse and/or child(ren) will be insurance of first resort before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

I understand that I and/or my spouse and child(ren) may be photographed while participating in the activity. I agree to allow my spouse, child(ren) and myself's phot, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers and their assigns.

I shall defend, hold harmless, and indemnify the parties from and against all losses, Claims, damages, costs or expenses (including reasonable legal fees, or similar cost) in connection with any action of claim brought or made (or threatened to be brought or made), for, or on account of any injuries or damages, received or sustained by my spouse, child(ren) or myself arising during the course of the activity.

This agreement constitutes the sole and only agreement between the parties concerning my spouse, child(ren) and my release and indemnification as a condition for participating in this

activity. Any prior agreements, whether oral or in writing, shall be void and of no further effect. This agreement may not be modified.

I certify that I have read this document and I fully understand its contents. I am aware that this is a release and indemnification of liability for my spouse, my child(ren) and myself and I agree to it on my own free will.

Your Name:

Date: