

THE PREMISES FOR A PERIOD OF FIVE (5) YEARS INTO THE FUTURE AS MEASURED FROM THE PARTICIPATION START DATE.

4. The use by me of any equipment (the "Equipment") provided by JPP constitutes my acceptance of the Equipment, on a temporary lease basis in "As Is" condition, without any representation or warranty whatsoever. I will immediately pay JPP for any damage, destruction or loss of any of the Equipment. If I fail to return to JPP any or all of the Equipment, I will immediately reimburse JPP for the full replacement cost of the unreturned Equipment and, if JPP has made any effort to search for or locate the unreturned Equipment, I will immediately pay JPP for that effort.
5. If any provision of this Agreement is determined to be unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect. The provisions of this Agreement will survive any termination, cancellation, expiration or conclusion of the Activities. This Agreement incorporates the entire understanding and agreement between me and JPP, and any modification of this Agreement accordance with the laws of the State of Florida, and the venue for any litigation or other legal proceedings will be in Martin County, Florida.
6. JPP may use any and all photographs, videos, slides, digital files and any other images of me in any advertising, marketing, display, publication, website or any other media, or for any other purpose or use, obtained, created, produced or reproduced for, by or in connection with JPP or the Activities, and any and all such photographs, videos, slides, digital files and other images including, without limitation, any and all copyright and other rights, will belong to and remain the exclusive property of JPP.
7. NOTICE TO THE MINOR CHILD'S PARENT OR NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF JPP USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM JPP IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND JPP HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have read or had read to me this Agreement; I fully understand, acknowledge, and agree to all of the provisions of this Agreement; I fully understand, acknowledge and agree that I have waived and released forever important and substantial rights by signing this Agreement; and I sign this Agreement freely and voluntarily, without any inducement or coercion.

X

Participant's Signature

Print Name

Age

Date

FOR PARENT(S)/GUARDIAN(S) OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF PARTICIPATION) To induce JPP to allow my minor child to participate in the Activities, this confirms that I/we, as the participant's parent(s)/guardian(s) with legal responsibility for the participant, fully understand, acknowledge and agree to all of the above provisions of this Agreement, both for myself and for my minor child.

X

Parent/Guardian's Signature (s)

Print Name

Date

Emergency Phone #