

**904 HAPPY HOUR – EVENT WAIVER UGLY SWEATER BAR CRAWL
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY,
AND AUTHORIZATION TO USE NAME AND/OR LIKENESS AGREEMENT**

WARNING:

***BY SIGNING THIS AGREEMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!
ALL PARTICIPANTS MUST BE 21 OR OLDER***

NAME: _____(hereinafter “PARTICIPANT”)

DOB: ____/____/____

ADDRESS _____

Phone: (____)____-_____

IT IS EXPRESSLY UNDERSTOOD THAT, AS A CONDITION OF PARTICIPATING IN THE UGLY SWEATER BAR CRAWL (hereinafter the “EVENT”), THOSE PARTICIPATING DO SO AT THEIR OWN RISK.

I. RELEASE OF LIABILITY. PARTICIPANT, for himself/herself, and his/her employees, agents, heirs, assigns, successors, executors, administrators, and legal representatives, releases and forever discharges 904 Happy Hour Corporation (hereinafter “904 HAPPY HOUR”), its insurers, underwriters, shareholders, partners, members, officers, managers, directors, employees, volunteers, agents, parents, subsidiaries, affiliates, predecessors, successors, assigns, and contractors, of all liabilities, claims, actions, damages, costs or expenses under the laws of any state, territory, entity or jurisdiction, which PARTICIPANT may have against 904 HAPPY HOUR *in personam* or *in rem*, in equity, or at law for bodily injury, death, property damage, libel, slander, misappropriation, or any other loss arising out of or in any way connected with PARTICIPANT’S participation in the EVENT, even if due in whole or in part to the NEGLIGENCE of 904 HAPPY HOUR, including but not limited to, all risks, known or unknown, anticipated or unanticipated, without regard to whether they are inherent in participation in the EVENT. PARTICIPANT understands that this release is an unconditional, full and general release, including PARTICIPANT’S expressed release of all claims, actions, damages, costs or expenses arising out of the negligent acts or omissions of any of 904 HAPPY HOUR, it being PARTICIPANT’S intention not to reserve or have, or be entitled to have, any claim whatsoever against 904 HAPPY HOUR.

II. ASSUMPTION OF RISKS. In consideration of PARTICIPANT’S participation in the EVENT, PARTICIPANT acknowledges that he/she is aware of, assumes, and accepts all possible risks, dangers and hazards arising out of, associated with, or related to participation in the EVENT, (including the possible risk of severe or fatal injury to PARTICIPANT or others). These risks include but are not limited to the following:

- a) risks associated with travel to and from location(s) to be visited during the EVENT, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol consumed voluntarily or through coercion;
- c) bodily injury of any type sustained by falling down, getting on or off (in or out of) the mode of

transportation being used for the EVENT, being knocked down or being involved in a physical confrontation whether caused by PARTICIPANT or someone else; and
d) risks associated with returning to PARTICIPANT'S residence or travelling elsewhere after leaving the EVENT.

III. INDEMNITY. PARTICIPANT, for himself/herself, and his/her employees, agents, heirs, assigns, successors, executors, administrators, and legal representatives, to the maximum extent permitted by law, agrees to defend, indemnify and hold harmless 904 HAPPY HOUR from any and all claims, suits or demands by anyone arising from PARTICIPANT'S participation in the EVENT including claims of NEGLIGENCE on the part of 904 HAPPY HOUR.

IV. AUTHORIZATION TO USE NAME AND/OR LIKENESS. PARTICIPANT grants permission to 904 HAPPY HOUR to use, without additional compensation or royalties, any likeness and voice, as well as any pictures or recordings of any type of the EVENT and PARTICIPANT made before, during or after the EVENT for social media, commercial or marketing uses. In the event that Sections I, II, and/or III of this Release of Liability, Waiver of Claims, Assumption of Risks, Indemnity, and Authorization to Use Name and/or Likeness Agreement (the "Agreement") are found to be illegal and/or unenforceable, this Section IV shall remain legal, enforceable, and binding on the Parties.

V. CHOICE OF LAW & JURISDICTION. This Agreement is entered into in the State of Florida, is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and shall be construed in accordance with the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof. The state and federal courts of Duval County, Florida shall have exclusive jurisdiction with regard to any dispute arising in connection with this Agreement.

VI. SEVERABILITY. If any provision of this Agreement is held illegal and/or unenforceable in a judicial proceeding, such provision shall be severed from this Agreement and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

Protection of Privacy - The personal information in this Agreement will ONLY be used for the purpose of enforcing this Agreement.

ACKNOWLEDGEMENT: PARTICIPANT acknowledges that he/she has read this Agreement and fully understands its terms. PARTICIPANT further understands that by signing this Agreement, he/she is giving up substantial legal rights. PARTICIPANT represents that he/she has not been induced to sign this Agreement by any promise, representation, assurance, or guarantee being made to him/her and PARTICIPANT signs this Agreement voluntarily and of his/her own free will.

Signed this _____ day of _____, 20_____.

Signature of Participant (must be 21 or over)

Printed Name of Participant