

## PARTICIPANT WAIVER & RELEASE

Welcome to the Block to Block Service Project, sponsored by Fifth Generation, Inc. (the "Company"). Individuals wishing to participate ("I" or "me") in the Event must agree to and sign this Participant Waiver and Release before they will be permitted to participate in the Event.

Specifically, I agree:

1. I will not participate in the Event without agreeing to this Waiver & Release.
2. I understand that the Event and any activities I might participate in at the Event are potentially dangerous activities which could involve the risk of serious injury, disability, death, and/or property damage. I acknowledge that any injuries I sustain may result from or be compounded by the actions, omissions, or negligence of the Company (including negligent emergency response or rescue operations).
3. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND I ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.
4. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, shareholders, successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I will not make or bring any such claim against the Company or any Releasee, and I forever release and discharge the Company and all other Releasees from liability for such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that applicable state law does not permit to be released by agreement.
5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.
6. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this

Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Travis County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

- 7. I also grant Sponsor the right to photograph, videotape, and/or record me and to use my voice, image, name, appearance, and likeness in materials created by or on behalf of the Company in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created for the purpose of publicity, advertising, and promotion of the Company and its affiliates and their businesses, products, and services, without further consent from or payment or other compensation to me.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signed:

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Printed Name:

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Date:

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