

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER, COVENANT NOT TO SUE & HOLD HARMLESS AGREEMENT

GENERAL USE | PLEASE READ CAREFULLY BEFORE ACCEPTING OR PARTICIPATING

This Agreement applies to events, festivals, attractions, programs, activities, and facilities produced, organized, operated, provided, sponsored, or otherwise associated with FOMO Entertainment Group LLC d/b/a FOMO Festivals ("FOMO Festivals") and/or FOMO Bounce LLC ("FOMO Bounce"), as applicable (collectively, the "Companies"). It is not limited to any single event, date, or location. It applies only to a person who validly accepts it and to the activity or attendance for which that acceptance is obtained.

IMPORTANT: This Agreement affects legal rights, including the right to sue. For adult participants, it includes a release of claims based on the ordinary negligence of the Released Parties, to the extent permitted by law. For minor children, a separate statutory notice and more limited release appear in Section 13.

1. Acknowledgment and Assumption of Risk

I understand that attending an event or participating in an activity associated with the Companies involves inherent and foreseeable risks, including bodily injury, illness, property loss or damage, serious injury, and death. I voluntarily choose to attend or participate, recognize that conditions and activities may change, and accept the inherent risks of such attendance and participation. Risks may include walking, standing, running, playing, interactions with other guests, crowds, equipment, recreational activities, and acts or omissions of participants or third parties.

2. Outdoor Events, Weather and Environmental Conditions

Events and activities may occur indoors or outdoors, on public or private property. Outdoor conditions may include rain, wind, lightning, thunderstorms, heat, humidity, flooding, standing water, mud, and other hazards. I assume the inherent risks of changing weather and environmental conditions. The Companies may reasonably delay, suspend, modify, relocate, restrict or cancel activities for safety or operational reasons; nothing in this Agreement authorizes unsafe operation or excuses a legal duty that cannot be waived.

3. Ground Conditions, Slips, Trips and Falls

Areas may include grass, fields, dirt, gravel, pavement, flooring, and naturally uneven surfaces. Conditions may include rocks, roots, holes, slopes, branches, loose soil, wet or slippery areas, and other irregularities. Temporary equipment may include cords, hoses, stakes, ropes, tie-downs, tents, tables, chairs, signs, barriers, generators, inflatable equipment and related installations. I will use reasonable care, observe my surroundings, wear suitable footwear, and supervise children in my care.

4. Inflatables, Recreational Attractions and Other Activities

Bounce houses, inflatable slides, obstacle courses, interactive attractions, games, rides, and other recreational activities involve risks even when properly installed, maintained, supervised and operated. These may include falls, collisions, awkward landings, impacts, strains, sprains, fractures, cuts, bruises and other injuries. I will obey all applicable signs, posted rules, safety briefings, attendant instructions, age and height requirements, capacity limits and restrictions. I understand that participation may be denied or ended for safety reasons.

5. Adult Release and Waiver of Liability, Including Ordinary Negligence

IF I AM AGE 18 OR OLDER, I knowingly and voluntarily release, waive and discharge FOMO Entertainment Group LLC d/b/a FOMO Festivals; FOMO Bounce LLC; and, to the extent acting in connection with the covered event or activity, their respective owners, members, managers, officers, employees, agents, representatives, contractors, subcontractors, volunteers, affiliates, sponsors, vendors, event producers, event organizers, property owners, property managers and participating venues (collectively, the "Released Parties") from claims, demands, actions, losses, liabilities, damages and expenses arising out of or relating to my attendance or participation, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY, to the fullest extent permitted by applicable law.

This release includes, without limitation, claims involving bodily injury, death, property damage, slips, trips, falls, terrain, weather, environmental conditions, recreational equipment, inflatable attractions, and actions of other attendees or third parties. This Agreement does not release claims for gross negligence, intentional misconduct, or other conduct or rights that may not lawfully be released. No minor child's claim is released by this Section 5.

6. Covenant Not to Sue

For claims validly released under this Agreement, I agree, to the fullest extent permitted by law, not to bring or maintain a claim against a Released Party based on those released matters. This provision does not prevent a person from seeking judicial determination of the enforceability or scope of this Agreement and does not apply to claims that cannot legally be waived.

7. Hold Harmless and Indemnification

To the extent permitted by applicable law, I agree to indemnify and hold harmless the Released Parties against third-party claims, damages, judgments and reasonable documented defense costs resulting from my own negligent or wrongful acts or omissions, my violation of applicable rules or instructions, or property damage or injury that I cause. This provision does not require me to indemnify a Released Party for that party's own negligence or misconduct and does not expand any waiver involving a minor beyond the scope Florida law permits.

8. Supervision and Safety of Children

A parent or responsible guardian must supervise each child under that adult's care and determine whether participation is appropriate for the child. Attraction attendants and event staff are not substitute parents or guardians. All children and supervising adults must comply with posted and communicated rules, restrictions, and staff directions. Certain activities may require a separate parent or natural guardian acknowledgment before participation.

9. Personal Property and Medical Assistance

I am responsible for securing my personal property. To the fullest extent permitted by law, the Companies are not responsible for lost, stolen, misplaced, or damaged property. If emergency medical help appears reasonably necessary, I authorize event personnel to contact emergency medical services for me or a child under my care. I understand that medical services may generate expenses for which I or another legally responsible person may be liable, subject to applicable law.

10. Event Rules, Removal and Independent Operators

I will comply with applicable safety requirements and lawful directions of authorized event, venue, attraction, and security personnel. Participation or admission may be denied or terminated for safety,

misconduct, or violation of rules. Activities may be operated by independent vendors or providers. This Agreement does not replace any additional activity-specific notice, consent, or waiver required by law or by an operator.

11. Affirmative Acceptance and Electronic Records

This Agreement is intended to be presented before the relevant ticket purchase, admission, registration, wristband issuance, or activity participation and accepted through an affirmative act, such as an unchecked acknowledgment box, electronic signature, or signed paper form. A ticket purchaser's acceptance binds that purchaser only, unless that person separately has legal authority to act for another person; purchase of tickets for others, attendance, or entry alone does not automatically establish every other attendee's assent.

Where electronic acceptance is used, I consent to transact electronically and adopt my affirmative electronic acknowledgment as my signature. Records of the version presented, acceptance action, date and time, and reasonably available identity or transaction information may be retained to evidence assent. I may request a copy of this Agreement. An authorized natural guardian's acceptance for a minor must be separately identified and recorded.

12. Scope, Governing Law, Severability and Construction

This Agreement is intended for repeated use across eligible events and activities of either or both Companies, and does not identify or imply a specific event or property. It is governed by Florida law, subject to applicable mandatory law where an event or activity occurs. Any invalid or unenforceable term shall be severed or limited to the extent lawful without invalidating remaining terms. The provisions shall be applied only to their lawful scope; headings are for convenience and do not alter meaning.

13. Minor Participants — Natural Guardian Notice and Limited Release

This Section 13 applies only when the undersigned is a natural guardian authorized under Florida Statutes § 744.301(3) to act for the identified minor child. It is directed to commercial recreational activities provided by the Companies and releases only claims that Florida law permits a natural guardian to release in advance for injuries, death, or property damage resulting from the inherent risks of the activity. It does not purport to release non-inherent risks or otherwise nonwaivable claims. An accompanying adult who is not legally authorized to act as a natural guardian cannot execute this statutory release on behalf of the child.

STATUTORY NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

NOTICE TO THE MINOR CHILD'S 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 FOMO ENTERTAINMENT GROUP LLC D/B/A FOMO FESTIVALS AND/OR FOMO BOUNCE LLC 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 FOMO ENTERTAINMENT GROUP LLC D/B/A FOMO FESTIVALS AND/OR FOMO BOUNCE LLC 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 FOMO ENTERTAINMENT GROUP LLC D/B/A FOMO FESTIVALS AND/OR FOMO BOUNCE LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Natural guardian's limited release: With the notice above and only to the extent authorized by Florida Statutes § 744.301(3), I, as the child's natural guardian, waive and release on behalf of my minor child claims for personal injury, death, or property damage arising from inherent risks characteristic of, intrinsic to, or integral to a covered commercial recreational activity, even when the activity provider exercises reasonable care. No broader release is intended. This acknowledgment does not substitute for my independent adult waiver, where applicable.

14. Final Acknowledgment and Acceptance

I confirm that I have had an opportunity to review this entire Agreement; understand it may affect important legal rights; understand I may decline to accept it and be refused participation where acceptance is required; and accept its terms voluntarily to the extent permitted by law. If acting for a child, I represent that I am the child's legally authorized natural guardian for purposes of Section 13, and I specifically acknowledge the prominent statutory notice above.

ACCEPTANCE RECORD (complete on paper or collect equivalent fields electronically)

Adult participant / natural guardian full name: _____

Minor participant name(s), if applicable: _____

Covered event/activity or registration reference: _____

Signature / affirmative electronic acceptance: _____ Date: _____

NOTE FOR IMPLEMENTATION: Present the Section 13 statutory notice to natural guardians in the required size and format; obtain and preserve a distinct affirmative acceptance for each participating minor (or a clearly identified list of minors). Do not rely solely on admission-ticket purchase or entry to establish assent.