

**FOMO ENTERTAINMENT GROUP LLC d/b/a FOMO FESTIVALS
& FOMO BOUNCE LLC**

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

IMPORTANT - PLEASE READ CAREFULLY BEFORE PURCHASING A TICKET

By purchasing or accepting a ticket, entering the event grounds or facility, or participating in any event activity, you acknowledge that you have had the opportunity to read this Agreement, understand its terms, voluntarily assume the risks described below, and agree to be legally bound by this Agreement to the fullest extent permitted by law.

1. Acknowledgment and Assumption of Risk

I understand and acknowledge that attendance at an event produced, organized, operated, sponsored, or otherwise associated with **FOMO Entertainment Group LLC d/b/a FOMO Festivals** ("FOMO Festivals") and/or **FOMO Bounce LLC** ("FOMO Bounce") involves inherent and foreseeable risks of personal injury, illness, property damage, serious injury, and, in extreme circumstances, death.

I voluntarily choose to enter the event grounds, facility, or property and participate in event activities entirely at my own risk. I understand that risks may arise from walking, running, standing, playing, or otherwise moving throughout the event grounds; slips, trips, and falls; interaction with other attendees; event equipment; recreational activities; environmental conditions; and other conditions ordinarily associated with outdoor festivals and events.

2. Outdoor Event and Weather Conditions

I specifically acknowledge that this is an outdoor event and that FOMO Festivals and FOMO Bounce do not control weather, acts of nature, or changing environmental conditions. Weather may change before or during the event and may include rain, wind, lightning, thunderstorms, heat, humidity, flooding, standing water, mud, or other hazardous or uncomfortable conditions.

I voluntarily assume all risks associated with attending an outdoor event under changing weather conditions. I understand that the event organizers may, when reasonably necessary for safety or operational reasons, delay, suspend, modify, relocate, close attractions, or cancel portions of the event.

3. Uneven Ground, Natural Conditions, Slips, Trips and Falls

I understand and accept that portions of the event may take place on grass, fields, dirt, gravel, or other naturally uneven surfaces. Even with reasonable inspection and maintenance, the grounds may contain naturally occurring or unavoidable conditions including rocks, stones, roots, holes, depressions, slopes, branches, vegetation, loose soil, wet areas, mud, or similar conditions.

I understand that temporary event equipment may also be present, including cords, hoses, stakes, ropes, tie-downs, tents, tables, chairs, signs, barriers, generators, inflatables, and related equipment. I agree to watch where I am walking, use reasonable care, wear appropriate footwear, and properly supervise children under my care.

I knowingly and voluntarily assume the risk of slipping, tripping, falling, or otherwise being injured because of uneven terrain, natural conditions, temporary event equipment, weather-related conditions, or other conditions reasonably associated with an outdoor event.

4. Bounce Houses, Inflatable Attractions and Recreational Activities

I specifically acknowledge and understand that bounce houses, inflatable slides, obstacle courses, interactive inflatables, and other recreational attractions involve inherent risks even when they are properly installed, maintained, supervised, and operated.

Such risks may include falls, collisions with other participants, loss of balance, awkward landings, impact with inflatable surfaces, strains, sprains, fractures, cuts, bruises, and other injuries. I understand that no inflatable attraction or recreational activity can be made completely free from risk.

By purchasing or accepting a ticket, entering the event grounds, permitting a minor under my care to participate, or personally using an inflatable attraction, I knowingly and voluntarily accept these inherent risks. I agree to follow all posted rules, verbal instructions, height or age restrictions, capacity restrictions, and directions given by event personnel or attraction attendants.

5. Release and Waiver of Liability

To the fullest extent permitted by applicable law, I, on behalf of myself and, where legally permitted, any minor child for whom I am authorized to act, hereby release, waive, discharge, and forever hold harmless **FOMO Entertainment Group LLC d/b/a FOMO Festivals; FOMO Bounce LLC**; and their respective owners, members, managers, officers, employees, representatives, agents, 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, causes of action, damages, losses, liabilities, costs, or expenses arising from or relating to attendance at the event or participation in event activities.

This release includes, to the fullest extent permitted by law, claims involving bodily injury, personal injury, property damage, slips, trips, falls, uneven or naturally occurring ground conditions, weather or environmental conditions, use of inflatables or recreational equipment, acts or omissions of other attendees or third parties, and other risks inherent in attending or participating in an outdoor festival or recreational event.

This release is intended to include claims arising from the ordinary negligence of the Released Parties to the fullest extent such a release is permitted by applicable law. It does not waive rights or claims that cannot lawfully be waived.

6. Covenant Not to Sue

In consideration for being permitted to purchase or accept a ticket, enter the event, and participate in event activities, I agree, to the fullest extent permitted by law, not to file, initiate, maintain, or participate in a lawsuit or other claim against the Released Parties for injuries, losses, or damages covered by this Agreement.

7. Hold Harmless and Indemnification

I agree to save, defend, indemnify, and hold harmless the Released Parties from claims, liabilities, damages, judgments, expenses, and reasonable attorneys' fees resulting from my acts or omissions while attending the event, my failure to follow event rules or staff instructions, damage or injury I cause to another person or property, claims brought by or on behalf of a minor for whom I am responsible to the extent permitted by law, or my violation of this Agreement.

8. Supervision of Children

Parents and guardians are responsible for the supervision and conduct of children attending the event with them. Event personnel and attraction attendants are not babysitters or substitute guardians, and the presence of an attendant does not relieve a parent or guardian of responsibility for supervising a child under their care.

I am responsible for determining whether an activity is appropriate for myself and for any minor under my supervision and for ensuring compliance with posted rules and staff instructions.

9. Personal Property and Medical Assistance

I understand that I am responsible for my own personal property. FOMO Festivals and FOMO Bounce are not responsible for lost, stolen, misplaced, or damaged personal property except to the extent responsibility cannot legally be waived.

If I or a minor under my care requires emergency medical assistance while attending the event, I authorize event personnel to contact emergency medical services when reasonably necessary. I understand that I am responsible for medical expenses incurred by me or a minor under my responsibility unless otherwise required by law.

10. Event Rules and Removal

I agree to comply with all posted rules, safety instructions, attraction restrictions, and directions given by FOMO Festivals, FOMO Bounce, venue personnel, security personnel, vendors, and authorized event staff. The organizers reserve the right to deny participation in an activity or require an attendee to leave the event when reasonably necessary for safety, misconduct, violation of event rules, or protection of other attendees.

11. Electronic Acceptance and Condition of Purchase and Entry

Acceptance of this Agreement is a condition of purchasing or accepting a ticket and entering the event. By completing a ticket purchase after being presented with this Agreement, or by accepting or using a ticket and entering the event grounds, the purchaser and attendee acknowledge that they have had the opportunity to review this Agreement and agree to be legally bound by its terms to the fullest extent permitted by law.

No handwritten signature is required. The purchaser's electronic acceptance during the ticket-purchase process, together with the completed purchase transaction, is intended to evidence acceptance of this Agreement.

If a purchaser obtains tickets for other attendees, the purchaser agrees to make the terms of this Agreement available to those attendees before entry. Each attendee's admission to and voluntary participation in the event is subject to the terms, rules, warnings, and assumption-of-risk provisions applicable to the event.

12. Minors

If I purchase or accept a ticket for, accompany, or authorize the participation of a minor, I represent that I am the minor's parent, legal guardian, or otherwise legally authorized to make decisions concerning that minor. I acknowledge the risks described in this Agreement on behalf of myself and, to the extent permitted by Florida law, the minor participant.

13. Governing Law and Severability

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

14. Final Acknowledgment

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT IT AFFECTS IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS OR LAWSUITS. I VOLUNTARILY ACCEPT THE RISKS ASSOCIATED WITH ATTENDING THE EVENT AND PARTICIPATING IN EVENT ACTIVITIES.

I UNDERSTAND THAT NO OUTDOOR EVENT, PROPERTY, INFLATABLE ATTRACTION, OR RECREATIONAL ACTIVITY CAN BE MADE COMPLETELY FREE OF RISK. BY COMPLETING THE TICKET PURCHASE OR USING A TICKET TO ENTER THE EVENT, I AGREE TO THE TERMS OF THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.