

**SUMMIT 4 X 4 CLUB LLC**  
**SUMMIT 4 X 4 GIRLS TRIBE LL**  
**SUMMIT 4 X 4 TRAINING LLC**

**Consent to Participation, Assumption of Risk, and Release of Liability**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone number of Emergency Contact: \_\_\_\_\_

**Photography/Video Release**

A participant involved in any activity offered by the *Company* (as defined below) may be photographed or videotaped during training. I hereby consent to the use of any photograph and/or video without compensation, on the website of the *Company* or Summit 4 X 4 Company or in any editorial, promotional, or advertising material produced and/or published by the *Company* or Summit 4 X 4 Company.

Initials: \_\_\_\_\_

**Consent to Participation, Assumption of Risk, and Release of Liability**

By signing below, I represent, warrant, and acknowledge that I have carefully read and understood each paragraph below and to the extent that I have had any question, such question has been fully and completely answered to my satisfaction by **SUMMIT 4X4 CLUB LLC**, a limited liability company duly organized and duly existing pursuant to the laws of the State of Arizona, **SUMMIT 4X4 GIRLS TRIBE LLC**, a limited liability company duly organized and duly existing pursuant to the laws of the State of Arizona, and/or **SUMMIT 4X4 TRAINING LLC**, a limited liability company duly organized and duly existing pursuant to the laws of the State of Arizona (**SUMMIT 4X4 CLUB LLC**, **SUMMIT 4X4 GIRLS TRIBE LLC**, and/or **SUMMIT 4X4 TRAINING LLC** may be referred to hereinafter sometimes singularly or collectively, in whole or in part, as the *Company*) or by any member, manager, employee, agent, or other legal representative of the *Company*:

1. I have chosen to participate in one (1) or more of the following outdoor activities and/or outdoor adventures (*Program*) through the *Company*:
  - (A) Off road trips and/or rides in 4-Wheel Drive Vehicles and/or other offroad vehicles including, but not limited to, Jeep Wranglers, Jeep Gladiators, Toyota FJ Cruisers, and Toyota Land Cruisers; or
  - (B) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

2. I understand that participating in any manner whatsoever in a *Program* involves inherent dangers and inherent risks of injury or even death to any person participating in a *Program* and that there exist conditions, now or in the future, over which the *Company*, its members, its employees, its agents, and/or its other legal representatives or any other instructor, other guide, or driver teaching, guiding, or driving at the request of or on behalf of the *Company* have no control. I am fully aware of the various ways in which I might suffer an injury or even death associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*. I hereby expressly assume all of the dangers and/or risks, whether known or unknown, foreseeable or unforeseeable, inherent in participating in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

3. I understand that participation in a *Program* is recreational, informational, and/or instructional by nature and that by participating in any manner whatsoever in a *Program* I may learn ways to cause injury or even death to another person. The use by me of the information and/or instruction conveyed and/or taught by the *Company*, its members, its employees, its agents, and/or its other legal representatives or any other instructor, other guide, or driver teaching, guiding, or driving at the request of or on behalf of *Company* may result in consequences, whether good, bad, foreseen, or unforeseen, and as such, I agree not to take any action, legal, equitable, administrative, or otherwise, against the *Company*, its members, its employees, its agents, and/or its other legal representatives or any other instructor, other guide, or driver teaching, guiding, or driving at the request of or on behalf of the *Company*;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

4. In consideration of being permitted to participate in a *Program*, I accept all of the inherent dangers and inherent risks of injury or even death and all of the accompanying risks and liabilities associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*, and freely and with full knowledge, understanding, and appreciation of the possible consequences, I accept all of the inherent dangers and inherent risks of injury or even death. I hereby personally assume all of the dangers and risks of any nature, type or kind, whether foreseen, unforeseen, known or unknown, including, but not limited to, death, personal injuries, injuries to another person, damages to my property, or damages to the property of another, associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related to relating to in any manner whatsoever a *Program*;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

5. No one but myself is responsible for judging whether I am in appropriate physical and/or mental condition to safely participate in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*, and I understand that it is solely my responsibility to decide whether to participate in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*, and although a recommendation may be made by another person, the decision to participate by me is entirely mine;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

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6. I hereby represent, warrant, acknowledge, and agree that I am in good physical and mental health, and I am able to withstand the physical and mental stresses inherent in, associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*. I further represent, warrant, acknowledge, and agree that I am unaware of any health-related concern or condition that may affect my ability to participate, if I so choose, in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*. I represent, warrant, acknowledge, and agree that I will not use, at any time or in any manner, alcohol, any controlled substance or other drug, prescription, over-the-counter, or otherwise, prior to or during my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

7. By executing this **Consent to Participation, Assumption of Risk and Release of Liability**, I hereby forever release, acquit, and discharge, and forever hold harmless and indemnify, each of the *Company*, its members, its employees, its agents, and/or its other legal representatives and/or other instructors, guides, or drivers teaching, guiding, or driving at the request of or on behalf of the *Company* from any known or unknown legal, equitable and/or administrative claim, demand, loss, liability, expense and/or cause of action of any kind, nature or character whatsoever, that I now have or may have against the *Company*, its members, its employees, its agents, and its other legal representatives and/or other instructors, guides, or drivers teaching, guiding, or driving at the request of or on behalf of the *Company* which does, or which may, arise as a consequence of any inherent danger or any inherent risk of injury or even death associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program* including, but not limited to, death, personal injuries, injuries to another person, damages to my property, or damages to the property of another;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

8. By executing this **Consent to Participation, Assumption of Risk and Release of Liability**, I hereby forever waive any known or unknown legal, equitable and/or administrative claim, demand, loss, liability, expense and/or cause of action of any kind, nature or character whatsoever, that I now have or may have in the future against the *Company*, its members, its employees, its agents, and its other legal representatives and/or other instructors, guides, or drivers teaching, guiding, or driving at the request of or on behalf of the *Company* which does, or which may, arise as a consequence of any inherent danger or any inherent risk of injury or even death associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related relating to in any manner whatsoever a *Program* including, but not limited to, death, personal injuries, injuries to another person, damages to my property or damages to the property of another;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

9. This **Consent to Participation, Assumption of Risk and Release of Liability** binds each of the parties, as well as each party's respective agents, employees, attorneys, accountants, heirs, beneficiaries, estates, trusts, executors, personal representatives, conservators, trustees, successors and assigns and all others taking by or through them.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

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10. Each of (A) the *Company's* members, (B) the *Company's* employees, (C) the *Company's* agents, (D) the *Company's* other legal representatives, (E) other instructors, guides, or drivers teaching, guiding, or driving at the request of or on behalf of the *Company* and (F) JNK Investments LLC d.b.a. Summit 4x4 Company is, and will be, a third (3<sup>rd</sup>) party beneficiary to each of the representations, warranties, acknowledgments, agreements, terms, conditions, covenants, and provisions made hereunder between the undersigned, on the one hand, and the *Company*, on the other hand, and each of the foregoing will have the right to enforce each such representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision directly to the extent such party may deem such enforcement necessary or advisable to protect any of his, her, or its rights or the rights of any other party hereunder;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

11. If any representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision of this **Consent to Participation, Assumption of Risk and Release of Liability** is held by a court of competent jurisdiction to be invalid, void, or unenforceable in any situation in any jurisdiction, then (a) this will not affect the validity or enforceability of the remainder of this **Consent to Participation, Assumption of Risk, and Release of Liability** which will remain in full force and effect and (B) all of the representations, warranties, acknowledgments, agreements, terms, conditions, covenants, and provisions including the offending representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision will not be affected, impaired or invalidated in any other jurisdiction. Notwithstanding the foregoing, it is the desire, intent, and agreement of the parties that the restrictions placed on the parties by this **Consent to Participation, Assumption of Risk and Release of Liability** are to be enforced to the fullest extent permissible under the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if, and to the extent that any representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision of this **Consent to Participation, Assumption of Risk and Release of Liability** is adjudicated to be invalid, void or unenforceable, such representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision term, condition, covenant or provision will be deemed amended to delete the term, condition, covenant or provision thus adjudicated to be invalid, void or unenforceable, with such deletion to apply only with respect to the operation of such representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision in the particular jurisdiction in which such adjudication is made, and then only to the minimum extent necessary to make the offending representation, warranty, acknowledgment, agreement, term, condition, covenant, and provision valid or enforceable;

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

12. I represent, warrant, acknowledge, and agree that I have read and understood this **Consent to Participation, Assumption of Risk and Release of Liability** and agree to be bound by each of the terms, conditions, covenants, and provisions set forth herein and that I execute this **Consent to Participation, Assumption of Risk and Release of Liability** freely and as my voluntary act under no undue influence or duress with full understanding of each term, condition, covenant, and provision set forth herein; and

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

13. I am over the age of 18 years. I am not under the influence of or impaired by alcohol or any controlled substance or other drug, prescription, over-the-counter, or otherwise or any or any mental condition that renders me incapable of fully understanding each term, condition, covenant, and provision of this **Consent to Participation, Assumption of Risk and Release of Liability**.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

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I represent, warrant, acknowledge, and agree that I have read and understood this **Consent to Participation, Assumption of Risk and Release of Liability** and that I execute this **Consent to Participation, Assumption of Risk and Release of Liability** freely, knowingly, and as my voluntary act under no undue influence or duress with full comprehension of each term, condition, covenant, and provision set forth herein.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

I represent, warrant, acknowledge, and agree that I know, completely understand, and fully appreciate that I am executing this **Consent to Participation, Assumption of Risk, and Release of Liability** by which I am assuming all of the inherent dangers and inherent risks of injury or even death and all of the accompanying risks and liabilities associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

I represent, warrant, acknowledge, and agree that I know, completely understand, and fully appreciate that I am executing this **Consent to Participation, Assumption of Risk, and Release of Liability** by which I am completely releasing, acquitting, and discharging, and forever holding harmless and indemnifying, the *Company*, its members, its employees, its agents, and/or its other legal representatives and/or other instructors, guides, or drivers teaching, guiding, or driving at the request of or on behalf of the *Company* from any known or unknown legal, equitable, and/or administrative claim, demand, loss, liability, expense, and/or cause of action of any kind, nature or character which does, or which may, arise as a consequence of any inherent danger or any inherent risk of injury or even death associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

I represent, warrant, acknowledge, and agree that I know, completely understand, and fully appreciate that I am executing this **Consent to Participation, Assumption of Risk, and Release of Liability** by which I am completely waiving any known or unknown legal, equitable, and/or administrative claim, demand, loss, liability, expense, and/or cause of action of any kind, nature or character that I now have or may have in the future against the *Company*, its members, its employees, its agents, and its other legal representatives and/or other instructors, guides, or drivers teaching, guiding, or driving at the request of or on behalf of the *Company*, and (F) JNK Investments LLC d.b.a. Summit 4x4 Company which does, or which may, arise as a consequence of any inherent danger or any inherent risk of injury or even death associated with, arising from, and/or related or relating to in any manner whatsoever my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program*.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

I represent, warrant, acknowledge, and agree that each term, condition, covenant, and provision of this **Consent to Participation, Assumption of Risk, and Release of Liability** has been bargained for between the *Company* and me and that my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program* serves as consideration, the receipt and sufficiency of which are hereby acknowledged, for this **Consent to Participation, Assumption of Risk, and Release of Liability**.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

I represent, warrant, acknowledge, and agree that each term, condition, covenant, and provision of this **Consent to Participation, Assumption of Risk, and Release of Liability** has been bargained for between the *Company* and me and that my participation in a *Program* or any other outdoor activity associated with, arising from, and/or related or relating to in any manner whatsoever a *Program* serves as consideration, the receipt and sufficiency of which are hereby acknowledged, for this **Consent to Participation, Assumption of Risk, and Release of Liability**.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

I represent, warrant, acknowledge, and agree that I know, completely understand, and fully appreciate that (A) the *Company* will require that I execute yearly a similar **Consent to Participation, Assumption of Risk, and Release of Liability** on the anniversary date of this **Consent to Participation, Assumption of Risk, and Release of Liability** as a condition precedent to me continuing to participate in any *Program* and (B) such **Consent to Participation, Assumption of Risk, and Release of Liability** will reaffirm the validity and enforceability of each of the terms, conditions, covenants, and provisions of this **Consent to Participation, Assumption of Risk, and Release of Liability** and each of the terms, conditions, covenants, and provisions of each subsequently executed **Consent to Participation, Assumption of Risk, and Release of Liability**.

**Initial That The Undersigned Has Read and Understood the Foregoing:** \_\_\_\_\_

**GENERAL CONTRACT TERMS**

**Amendments.** This **Consent to Participation, Assumption of Risk, and Release of Liability** (*Agreement*) may be amended at any time, and from time to time, upon the written approval of the undersigned and the *Company* (each of the undersigned and the *Company* may be referred to herein sometimes singularly as a *Party*, and the undersigned and the *Company* may be referred to herein sometimes collectively as the *Parties*).

**Waiver.** Any term, condition, covenant, or provision (*Term*) may be waived, or the time for its performance may be extended, by the *Party* or *Parties* entitled to the benefit thereof. Any such waiver will be validly and sufficiently authorized for the purposes of this *Agreement* if, as to any *Party*, it is authorized in writing by an authorized representative of such *Party*. The failure of any *Party* to enforce at any time any *Term* will not be construed to be a waiver of such *Term*, nor in any way to affect the validity of this *Agreement* or any part hereof or the right of any *Party* thereafter to enforce each *Term*. No waiver of any breach of this *Agreement* will be held to constitute a waiver of any other or subsequent breach.

**Governing Law.** This *Agreement* is intended to be performed in the State of Arizona will in all respects be governed by, and construed in accordance with, the laws of the State of Arizona as to any matter of construction, validity, or performance but without giving effect to the conflict of law provisions thereof.

**Consent to Jurisdiction.** Each of the *Parties* (A) irrevocably submits to the exclusive jurisdiction of any state district court sitting in Maricopa County, Arizona in any action associated with, arising from, and/or related or relating to this *Agreement*, (B) agrees that all claims in such action may be decided in such court, and (C) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum. A final judgment in any such action will be conclusive and may be enforced in other jurisdictions. Nothing herein will affect the right of either *Party* from serving legal process in any manner permitted by law.

**WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ASSOCIATED WITH, ARISING FROM, AND/OR RELATED OR RELATING TO THIS AGREEMENT.**

**EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) REPRESENTS, WARRANTS, ACKNOWLEDGES, AND AGREES THAT SUCH PARTY AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THE FOREGOING PARAGRAPH AND IN THIS PARAGRAPH.**

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**Specific Performance.** Each *Party* acknowledges, agrees, represents, and warrants that each of the other *Parties* would be irreparably damaged if any of the *Terms* is not performed pursuant to its specific meaning and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is acknowledged, agreed, represented, and warranted that, in addition to any other remedy to which a non-breaching *Party* or *Parties* may be entitled, at law, in equity, or otherwise, the non-breaching *Party* or *Parties* will be entitled to injunctive relief to prevent breaches of any of the *Terms* and specifically to enforce any of the *Terms* in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

Each of the *Parties* acknowledges, agrees, represents, and warrants that (A) a *Party* will be entitled to an injunction or injunctions, specific performance, and/or other equitable relief to prevent any breach of this *Agreement* or of any *Term* and to enforce specifically any *Term* in any court of competent jurisdiction without proof of damages or otherwise, this being in addition to any other remedy to which such *Party* is entitled pursuant to the *Terms*, and (B) the right of specific enforcement is an integral part of the *Terms*, and without that right, such *Party* would not have entered into this *Agreement*. Each *Party* acknowledges, agrees, represents, and warrants not to assert for any reason that a remedy of specific enforcement is unenforceable, invalid, contrary to law, and/or inequitable and acknowledges, agrees, represents, and warrants not to assert that a remedy of monetary damages would provide an adequate remedy or that any *Party* otherwise has an adequate remedy at law. Each *Party* acknowledges, agrees, represents, and warrants that a *Party* seeking an injunction or injunctions to prevent any breach of this *Agreement* or of any *Term* and to enforce specifically any *Term* pursuant to this Section will not be required to provide any bond or other security in connection with any such order or injunction

**Remedies.** All the remedies are cumulative. Each of the rights and remedies set forth by the *Terms* and possessed by a *Party* is in addition to, and not to the exclusion of, any of the other rights and/or remedies possessed by such *Party* pursuant to applicable law. A *Party* may exercise, in addition to and not to the exclusion of, any other right and/or remedy set forth by the *Terms* or otherwise available to such *Party*.

**Severability.** If any *Term* is held by a court of competent jurisdiction to be invalid, void, or unenforceable in any situation in any jurisdiction, then (A) this will not affect the validity or enforceability of the remainder of the *Terms* which will remain in full force and effect and (B) all of the *Terms* including the offending *Term* will not be affected, impaired, or invalidated in any other jurisdiction. Notwithstanding the foregoing, it is the desire, intent, and agreement of the *Parties* that the *Terms* are to be enforced, to the fullest extent permissible, pursuant to the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if, and to the extent that, any *Term* is adjudicated to be invalid, void, or unenforceable, such *Term* will be deemed amended to delete the *Term* thus adjudicated to be invalid, void, or unenforceable, with such deletion to apply only with respect to the operation of such *Term* in the particular jurisdiction in which such adjudication is made, and then only to the minimum extent necessary to make the offending *Term* valid or enforceable.

**Entire Agreement.** This *Agreement* contains (A) the entire agreement among the *Parties* and each *Party*'s respective legal representatives, conservators, trustees, successors, transferees, assigns, heirs, beneficiaries, legatees, estates, trusts, executors, personal representatives, and all others taking by or through them and (B) all of the agreements among such *Parties* with respect to the subject matter hereof and thereof. This *Agreement* supersedes any other agreement, written or oral, between the *Parties* with respect to the subject matter hereof and thereof. There is no unwritten oral agreement among the *Parties* associated with, arising from, and/or related or relating to the subject hereof. Any oral representation or modification concerning this *Agreement* will be of no force or effect unless contained in a subsequent written modification signed by the *Parties*.

**Binding Effect.** Except as otherwise provided by the *Terms*, each *Term* will be binding upon and inure to the benefit of each of the *Parties* and each *Party*'s respective legal representatives, conservators, trustees, successors, transferees, assigns, heirs, beneficiaries, legatees, estates, trusts, executors, personal representatives, and all others taking by or through such *Party*.

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**Construction.** Each *Term* will be construed simply according to its fair meaning and not strictly for or against any *Party*. Each of the *Parties* acknowledges, agrees, represents, and warrants that such *Party* and such *Party's* attorneys, accountants, financial advisors, employees, officers, directors, shareholders, associates, partners, managers, members, agents, consultants, nominees, appointees, and assignees have reviewed, negotiated, and revised this *Agreement*, and therefore, (A) each of the *Parties* fully understands and accepts any responsibility, duty, obligation, and/or liability associated with, arising from, and/or related or relating to the execution, delivery, and/or performance of this *Agreement*, (B) each of the *Parties* acknowledges, agrees, represents, and warrants that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting *Party* will not be employed in the construction or interpretation of this *Agreement*, and (C) each of the *Parties* acknowledges, agrees, represents, and warrants neither *Party* will be deemed to have had the responsibility of drafting this *Agreement* if this *Agreement* is construed or interpreted at any time. Furthermore, in this regard, no *Term* may be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreement among the *Parties*.

**Headings.** Section and other headings set forth in this *Agreement* are for reference purposes only and are not intended to describe, interpret, define, and/or limit the scope, extent, and/or intent of this *Agreement* or any *Term*.

**Terms.** Unless the context will otherwise require: (A) any word importing the singular number or plural number will include the plural number and the singular number respectively; (B) any word importing the masculine gender will include the feminine and neuter genders and vice versa; (C) any reference to “include,” “includes,” or “including” will be deemed to be followed by the phrase “without limitation;” and (D) any reference to “herein,” “hereby,” “hereof,” or “hereunder” or any such similar formation will be deemed to refer to this *Agreement*.

**Incorporation by Reference.** No exhibit, schedule, or other appendix attached to this *Agreement* and referred to herein is incorporated by reference into this *Agreement*.

**Time.** Time is of the essence with respect to this *Agreement*. In computing any period of time pursuant to this *Agreement*, the day of the act, event, or default from which the designated period of time begins to run will be included, unless it is not a business day, in which event the period will begin on the next day which is a business day, and the last day of the period so computed will not be included.

**Further Acts and Documents.** In addition to the acts recited herein and contemplated hereunder to be performed, executed, or delivered by a *Party*, each of the *Parties* hereby (A) agrees to perform any such further act as a *Party* may reasonably or necessarily require to consummate the transaction contemplated hereunder and (B) agrees to execute and/or deliver, or cause to be executed and/or delivered, at any time, any such further instrument or document as a *Party* may reasonably or necessarily require to consummate the transaction contemplated hereunder.

**No Material Impairment.** No *Party* will take any action that could impair materially such *Party's* ability to perform such *Party's* duties and obligations pursuant to the *Terms*.

**Lawful Authority.** If any *Party* is a partnership (whether general or limited), limited liability company, corporation, trust, estate, business trust, association, joint venture, joint stock company, pool, syndicate, unincorporated organization, governmental authority, nominee, or other entity or group, then the natural person executing this *Agreement* on behalf of such *Party* hereby personally acknowledges, agrees, represents, and warrants to all the other *Parties* that such natural person has been fully authorized to execute and deliver this *Agreement* on behalf of such partnership (whether general or limited), limited liability company, corporation, trust, estate, business trust, association, joint venture, joint stock company, pool, syndicate, unincorporated organization, governmental authority, nominee, or other entity or group.

**Attorneys' Fees.** If an action is instituted to enforce any *Term*, the prevailing *Party* or *Parties* in such action will be entitled to recover from the non-prevailing *Party* or *Parties* his, her, its, or their reasonable attorneys' fees and costs as set by the court.

**Expenses.** Any legal or other expense incurred in association with, arising from, and/or related or relating to this *Agreement* and the transaction contemplated hereby will be paid by the *Party* incurring such legal or other expense.

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**No Third (3<sup>rd</sup>) Party Beneficiaries.** Except as otherwise provided by the *Terms*, this *Agreement* will not confer any right or remedy upon any natural person, sole proprietorship, partnership (whether general or limited), limited liability company, corporation, trust, estate, business trust, association, joint venture, joint stock company, pool, syndicate, unincorporated organization, governmental authority, nominee, or other entity or group other than the *Parties* and each *Party's* respective heirs, beneficiaries, legatees, estates, trusts, executors, personal representatives, conservators, trustees, legal representatives, successors, and assigns and all others taking by or through such *Party*.

**Survival.** Each of the *Terms* will survive the effective date of this *Agreement* and will not be merged in the consummation of the transactions contemplated hereby.

**Voluntary Execution.** Each of the *Parties* acknowledges, agrees, represents, and warrants that (A) this *Agreement* is a legally binding, valid, and/or enforceable document and (B) such *Party* has had a full opportunity to have such *Party's* respective agents, attorneys, accountants, and/or other professional advisors review, revise, and negotiate this *Agreement*. Each of the *Parties* acknowledges, agrees, represents, and warrants that:

- (A) Such *Party* has been advised to seek separate legal representation regarding such *Party's* legal rights that may be significantly and adversely affected by the execution, delivery, and/or performance of this *Agreement* and/or any *Term*;
- (B) Such *Party* executes and/or delivers this *Agreement* freely, voluntarily, under no undue influence or duress, and with full knowledge, understanding, and/or appreciation of the legal consequences and/or ramifications associated with, arising from, and/or related or relating to the execution, delivery, and/or performance of this *Agreement* and/or any *Term*;
- (C) Such *Party* has read, understands, and/or appreciates the content and effect of this *Agreement* and each of the *Terms* and executes the same on such *Party's* own accord and for the purposes and consideration herein expressed and set forth; and
- (D) That no *Term* was inserted as a result of any abuse of a fiduciary or confidential relationship.

**The Undersigned:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

**END OF  
CONSENT TO PARTICIPATION,  
ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**