

Adventure Sports Innovation (ASI)

RELEASE OF LIABILITY/LIABILITY WAIVER FORM

READ ENTIRE RELEASE AND WAIVER BEFORE SIGNING

Welcome to Adventures Sports Innovation! Before beginning your adventures with us, we need to make sure that we're in agreement that you are choosing to participate in activities that will require both your active participation and management of your own safety. Outdoor adventures have varying levels of risks, and this document will highlight the multiple types of risks you may be taking when you sign up for our tours, training or rentals, and points out that while ASI will do our best to provide guidance and instruct you on safe procedures - ultimately YOU are responsible for your own safety and you take full responsibility if things go wrong.

If you're not comfortable taking on the risks associated with experiencing ASI's innovative products for outdoor experiences, then you shouldn't participate nor sign this agreement.

FULL LEGAL NAME of PARTICIPANT: _____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	PHONE: _____
e-mail Address: _____	

Emergency Contact: _____	
Relationship: _____	Phone: _____

Activity Participation

IN CONSIDERATION OF MY ABILITY TO PARTICIPATE IN THE ACTIVITY, I HEREBY ASSUME ALL RISKS, KNOWN AND UNKNOWN, ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY INCLUDING, BUT NOT LIMITED TO, ANY INJURIES RESULTING FROM FALLS, CONTACT WITH OTHER PARTICIPANTS, THE CONDITIONS OF ACTIVITY SITES, BODILY INJURIES AND DEATH. I RECOGNIZE THAT THE USE OF RECREATIONAL VEHICLES, PERSONAL TRANSPORTATION DEVICES AND PERSONAL WATERCRAFT, AND OTHER ACTIVITIES MADE AVAILABLE THROUGH ASI MAY POSE A DANGER, MAY BE CONSIDERED INHERENTLY RISKY OR DANGEROUS, OR MAY PRESENT HAZARDS AND SUBSTANTIAL DANGER TO BODILY INJURY OR DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH. I KNOW AND UNDERSTAND THE RISKS INVOLVED, AND VOLUNTARILY CHOOSE TO PARTICIPATE IN SUCH ACTIVITIES.

I, the undersigned, (or my parent or legal guardian if I am a minor) hereby acknowledge that I am participating in an Activity or Activities for which Adventure Sports Innovation, LLC., a Tennessee limited liability company, or one of its subsidiaries (individually and collectively, "ASI"), is furnishing equipment or services which require physical activity. Activities may include, without limitation, riding human or electric powered surfboards, bodyboards, skateboards, scooters, self-balancing boards, unicycles, skates, off-road vehicles, kayaks, canoes, personal watercraft, bicycles, water bikes, virtual reality simulators, or similar innovative personal mobility products that may be introduced and offered by ASI (the "Activity").

By signing this waiver, I certify that I am in good health and physical condition and do not suffer from any disability which would prevent my participation in the Activity. I acknowledge that I am not permitted to operate or participate in any of ASI's Activities or products while under the influence of, or in any way impaired by, any drug (legal or illegal) or alcohol. I hereby warrant that I am not under the influence, or in any way impaired by, any drug and/or alcohol upon starting the Activity.

I agree to abide by any decision of any ASI employees, organizers, volunteers, directors, representatives, agents, and officers, and all other persons or entities acting in any capacity on their behalf (collectively the "ASI parties") regarding my ability to safely participate in the Activity. I fully understand that I may injure myself as a result of my participation in the Activity, regardless of the level of care I exert in doing such Activity, and further that my negligence or willful misconduct will result in an increased likelihood of physical or emotional injuries, death or permanent physical disability to myself or others. I also acknowledge and agree that my participating in

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any Activity may be terminated immediately if any of the ASI Parties believe, in their sole discretion, that I am unable to complete the Activity for any reason, or that I am under the influence of alcohol or drugs.

I also acknowledge that I may be required to sign additional release forms for certain Activities that may be conducted at a property or premises in which the owners require specific consent from visitors or participants in activities conducted on or at their location.

Safety Gear Statement and Release

I agree to wear ASI required safety gear at all times while participating in the Activity. I agree that ASI has provided me with safety gear recommendations for the Activity or Activities I have chosen, and that they have made such gear available for my use. Safety gear may include, but is not limited to:

1. DOT approved helmet and seat belt while operating any ASI all-terrain vehicle.
2. CPSC approved (or equivalent) helmet for land-based personal transportation devices.
3. USCG approved Personal Flotation Devices for all water-based activities.
4. Other safety equipment required or recommended by ASI may include wrist guards, kneepads, elbow pads, water helmets or other devices, depending upon the equipment, the venue and the weather conditions, as recommended or required by ASI.

I agree that ASI has sincerely stressed the requirement to wear appropriate safety gear, and has advised me on both mandatory and optional safety equipment that are available for my chosen Activity.

I agree that I have been briefed on how to successfully and safely operate the equipment.

I agree to follow the rules for the Activity as explained, provided in handouts, shown in videos, posted on signs or by other communication means, and to follow directions given to me by the leaders of the Activity.

I agree that although wearing protective equipment may reduce my risk of injury, it does not in any way guarantee my safety.

I agree to return safety equipment loaned or rented to me by ASI in the SAME condition it was in upon my receiving the equipment. Any damages or losses to equipment will be charged/billed to customer and/or deducted from security deposit.

Risk Acknowledgement, Indemnity and Release

To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless the ASI Parties, as well as, where applicable, the City of Chattanooga, Hamilton County, the State of Tennessee, the U.S. Forest Service, Reflection Riding Arboretum and Nature Center, Reflection Riding Land Conservation Trust, SPN Inc., Aetna Mountain Adventures, Inc., the Tennessee Valley Authority, the United States of America and any other federal or state governmental agencies or other entities who may have an interest in any river, lake, or other real property or waterway on which the Activity takes place (individually and collectively the "Indemnified Parties") from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Activity.

I further agree to indemnify and hold harmless the product manufacturers of the equipment being used for rentals, tours or training classes, including Swincar SARL, Kymera, Onean S.A., Radinn, Schiller Bikes, Smaaash Labs and Smaaash Entertainment Limited, InMotion USA from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Activity.

I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Indemnified Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activity, **even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the of the Indemnified Parties.**

Non-Tamper Agreement

All vehicles, equipment or personal transportation devices supplied by ASI for tours, classes, rentals or demonstrations are properly maintained and adjusted for reliable and safe operation. Adjustments and maintenance done to, and not limited to the following, are to be performed by individuals approved by ASI only, AND NOT BY THE OPERATOR: Brakes, Throttle, Propulsion, Steering, Suspension, Electronics, Batteries, Cooling System, remote controls and Handlebars/steering wheels (including controls on handlebars).

For products that may have associated applications for mobile phones or tablets available from the manufacturer, I agree that I will NOT attempt to sync or pair my device with ASI equipment, nor to modify any settings on the device unless expressly authorized to do so by an ASI party, employee or agent.

Failure to comply with these rules may result in partial or full forfeiture of operator's security deposit on equipment or vehicle. If ASI equipment is damaged by my actions, I understand that I may be charged for damages or repairs, up to a maximum of the full value of said equipment.

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If at any time you as the operator feel something is out of adjustment or needs attention in any way, the vehicle is to be returned to the rental facility where it can be attended to by ASI approved individuals.

Product & Equipment Rental

Product & equipment rentals during ASI tours or trainings are due back at the end of the session. Hourly rentals are due back at or before the agreed time on your rental agreement. Late returns are subject to fees. Late fees are determined depending on the late time range in which the product or equipment was returned, using the below criteria.

- 5 mins: grace period
- 5-15 mins: \$10
- 15-30 mins: \$20
- 30 min to 2 hours: \$30
- 2 hours plus: \$50 plus, based on severity of tardiness.

I acknowledge that ASI is not responsible for participants who incur equipment malfunction (e.g., flat tire) during the rental period. ASI will do its best to resolve any malfunctions during a tour or rental, and strives to have products in the best working order before allowing them to be rented.

Participants assume **full responsibility** for the product rented, as well as any safety equipment provided during rental period. For damages, loss or theft of equipment during rental period, Participants agree to compensate ASI for the cost of repairs, or the full replacement value of the vehicle if damaged beyond repair. Damages to be charged according to the ASI Repair & Maintenance schedule in effect at time of rental, available from our front desk or our Operations Manager.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activity, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume all risks, and bear the cost of, any medical or physical condition I may have or that may be generated, directly or indirectly, by my participation in the Activity, regardless of any circumstances or conditions.

Media Release

I hereby grant and convey to the ASI Parties all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings of me made on ASI premises, or in mobile locations, during or about the Activity. I agree that such images may be published and otherwise used by ASI for advertising, promotion, publicity, or such other purpose as it deems appropriate, without any compensation to me or additional consent required from me.

Medical Emergencies

I hereby give permission to the ASI Parties to contact emergency services for help, whether or not the ASI Parties have contacted my emergency contact, and to give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery.

I hereby RELEASE, INDEMNIFY, WAIVE AND FOREVER DISCHARGE the ASI Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the ASI Parties for obtaining emergency medical services for me pursuant to this authorization and waiver.

Severability

I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Tennessee Law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this agreement.

This release of liability waiver shall remain in effect for my participation in ASI Activities today or in the future if I participate in additional ASI activities. I understand that ASI reserves the right to make updates to this document, which may be sent to me via electronic communication or by postal mail to the contact details provided herein. Any ASI Activities completed after such updates have been delivered will be considered to be governed by such updated version of the document.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT IN ITS ENTIRETY, AND HAVE BEEN PROVIDED THE OPPORTUNITY TO ASK QUESTIONS AND CONSIDER THE EFFECTS OF THIS AGREEMENT. IN CONSIDERATION FOR AND IN EXCHANGE FOR EXECUTING THIS AGREEMENT, ASI IS PERMITTING ME AND PARTICIPANTS TO VOLUNTARILY PARTICIPATE IN THE ACTIVITIES. I ACKNOWLEDGE AND FULLY UNDERSTAND THAT THIS AGREEMENT IS BINDING UPON ME AND ALL PARTICIPANTS, ASSIGNS AND LEGAL REPRESENTATIVES. I ACKNOWLEDGE THAT THIS AGREEMENT IS SEVERABLE AND THAT IF ANY CLAUSE IS FOUND TO BE INVALID, THE OFFENDING CLAUSE WILL BE STRICKEN AND THE BALANCE OF THE AGREEMENT WILL REMAIN IN EFFECT AND WILL BE ENFORCEABLE.

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature

Date Participant Signature Print Name

Signature of parent or guardian is required for participants under the age of 18.

I confirm that I am either the natural or adoptive parent, or legally appointed guardian of the participant listed below, who is under the age of 18, and thus considered a Minor.

In consideration of the below listed minor(s) being permitted by ASI to participate in its Activities and to use its equipment and facilities, I agree to be bound by all terms of this agreement, and I further agree to indemnify and hold harmless the ASI Parties from any and all Claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation in activities by "Minor(s)."

Printed names of Minor(s)

_____ ("Minor")

_____ ("Minor")

_____ ("Minor")

Date Parent or Guardian's Signature Parent or Guardian Printed Name