

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against Smile Like Aubrey, Inc., together with their past, present and future, direct and indirect partners, subsidiaries, affiliates, parent entities, joint ventures, employees, officers, directors, shareholders, principals, agents, attorneys, representatives, predecessors, successors, assigns and/or all of their agents assisting with the event, sponsors, and volunteers for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event, including the after the one-mile walk. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

To the maximum extent permitted under applicable law, I knowingly, voluntarily and freely assume all risks, both known and unknown, of the released matters, even if those risks arise from the negligence or gross negligence of the Smile Like Aubrey or others.

To the maximum extent permitted by law, I release and promise not to sue the premises owner, Smile Like Aubrey, their past, present and future, direct and indirect partners, subsidiaries, affiliates, parent entities, joint ventures, employees, officers, directors, shareholders, principals, agents, attorneys, representatives, predecessors, successors, assigns and/or all of their agents assisting with the event, sponsors, and volunteers (collectively, "releasees") with regard to and for any claims, demands, causes of action, losses(whether economic or non- economic), damages, expenses, costs or liability of any nature whatsoever arising from or in connection with any released matters, whether based on warranty, contract, tort, negligence, gross negligence, product liability, or any other legal theory.

I acknowledge and agree that: I alone am responsible for determining my fitness for participating in the Smile Like Aubrey Walk & Family Event and my ability to fully understand any directions or warnings presented.

I will not participate in the Smile Like Aubrey Walk & Family Event when I have a physical, medical, or mental limitation or disability, or when I am aware or should reasonably be aware of any factors that may limit or prevent me from safely participating in the Smile Like Aubrey Walk & Family Festival.

I expressly assume all risk and will not hold any Releasees responsible for any injuries that I may suffer in conjunction with or as a result of participating in and/or attending the Smile Like Aubrey Walk & Family Festival, whether foreseeable or not, including but not limited to injuries due to heart attack, stroke, panic, lacerations, bruises, head injuries or other injuries, whether or not occurring as a result of the negligence or gross negligence of any Releasees.

I hereby release and forever discharge Releasees from any claim whatsoever that may arise as a result of any medical services rendered in connection with an emergency. Should emergency medical services become necessary to me or any minor on whose behalf I am signing this Release, to which I hereby consent, the expenses or other debts or damages that might result from or as a result of any such services are my sole responsibility. I will not hold any Releasees liable or responsible regarding the provision or lack of provision of any medical or emergency care or the adequacy or inadequacy of any such care that may be rendered.

I will act reasonably and responsibly and will comply with any rules, customary conditions, directions, and/or precautions for participation in the Smile Like Aubrey Walk & Family Festival.

I intend this Release to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Release is held to be invalid, the balance shall continue in full force and effect.

I agree that if, despite this Release and Waiver, I or anyone on my behalf, make a claim against any of the Releasees arising out of or in any way related to Smile Like Aubrey and/or the Smile Like Aubrey Walk & Family Festival, I will indemnify, defend and hold the Releasees harmless from any liability, demand, loss, damage, or costs which such party may incur.

If I am signing on behalf of a minor, I acknowledge that I am releasing and indemnifying against any and all claims that I may have as the minor's parent or legal guardian, whether or not the release of the minor's own claims is found to be enforceable under the applicable law. In the event that the release of the minor's own claims is held not to be enforceable, I agree to accept full responsibility for any such claim of the minor and to hold harmless, indemnify and defend Releasees from any and all claims by or on behalf of the minor arising out of or connected in any way with Smile Like Aubrey and/or the Smile Like Aubrey Walk & Family Festival, by myself or any minor for whom I am signing this Release and Waiver as well as any fees, damages, costs or expenses, including reasonable attorneys' fees, incurred in connection with such claims.

I grant permission to Smile Like Aubrey to use photographs, videos, or other media of me and/or any minor I bring for promotional purposes without compensation.

I agree to abide by all rules and instructions of Smile Like Aubrey related to the Smile Like Aubrey Walk & Family Festival and understand my failure to abide by such rules and instructions may result in the immediate termination of my access to the Smile Like Aubrey Walk & Family Festival without any refund.

This Release constitutes the sole and entire agreement with respect to the subject matters contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to any such subject matters. This Release is binding on me and my heirs, successors, assigns, personal representatives and estate, and it shall inure to the benefit of the Releasees. Each of the Releasees shall be third party beneficiaries of this Release and entitled to enforce this Release in accordance with its terms. 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 Florida without giving effect to any choice or conflict of law provision or rule. The sole and exclusive venue for any actions between the parties arising out of or related in any manner to this Release or the Released Matters shall be in the state or federal courts within Hillsborough County, Florida.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FLA. STAT.
§ 744.301(3)

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 RELEASEES USE 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 RELEASEES 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 RELEASEES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THIS IS A FULL AND COMPLETE RELEASE OF ALL CLAIMS FOR ALL LIABILITY NOT ONLY ON MY BEHALF BUT ALSO ON BEHALF OF MY HEIRS, FAMILY MEMBERS, REPRESENTATIVES, ASSIGNS, AND ESTATE. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS. THIS RELEASE SHALL APPLY FROM THE DATE IT IS SIGNED FORWARD, AND IT SHALL REMAIN IN EFFECT AND GOVERN ANY AND ALL ACCESSES OR VISITS TO, USES OF, AND INTERACTIONS WITH THE PREMISES, AND THE SMILE LIKE AUBREY WALK & FAMILY FESTIVAL, REGARDLESS OF WHEN ANY SUCH ACCESS, VISIT, USE, OR INTERACTION MAY OCCUR AT ANY TIME IN THE FUTURE.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.