

RELEASE OF LIABILITY AND ASSUMPTION OF RISK WAIVER

The individual named below (referred to as "I" or "me") desires to participate in a Lag B'Omar festival, which includes, archery, bonfires, trampolines, swimming, other super fun but any and all dangerous activities (the "**Activity**") hosted by the Adam and Christine (Binah) Yormack (the "Yormack"), at 724 Alhambra Circle, Coral Gables, FL 33134 (the "**Premises**"). In consideration of being permitted to enter the Premises and participate in the Activity and in recognition of the Yormack reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of employees or others, including negligent emergency response or rescue operations. I understand that while Yormack has implemented measures to reduce the risk of injury from the Activity Yormack cannot guarantee that I will not be injured while on the Premises or during my participation in the Activity. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE YORMACK OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Yormack and its family, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Yormack or any Releasees or otherwise. I covenant not to make or bring any such claim against Yormack or any other Releasee, and forever release and discharge the Yormack and all other Releasees from liability under such claims.

3. I confirm that I am: (a) in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while on the Premises or participating in the Activity. I will also follow all instructions, recommendations, and cautions of the Yormack at all times. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. I acknowledge that Yormack is relying on these statements to allow me to participate in the Activity.

4. I shall defend, indemnify, and hold harmless Yormack and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Yormack or any other Releasees in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Yormack.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Yormack and all other Releasees from any claim based on such treatment or other medical services.

6. This Release constitutes the sole and entire agreement of the Yormack and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Yormack and me and our respective heirs, successors, and assigns. 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 (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Miami-Dade, Florida and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE YORMACK. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____