



RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS

This release and Indemnification Agreement (Agreement) is entered into by the Adult Participant, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) identified below in favor of SYNNOVE'S SUNSHINE SCOOTERS, INC (Protected Parties). Collectively and severally, Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of Sunshine Scooters donating a scooter to Participant, and allowing Participant to utilize the scooter for mobility purposes, Participant agrees as follow:

- 1. Nature of the Activities.** Synnove's Sunshine Scooters creates motorized scooters that permit Participants to move about and have greater access to their environment (collectively, Activities).
- 2. Types of Risks.** Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including but not limited to, maneuvering in crowded hallways could hit walls and slower-moving people, physical damage to property, or personal injury.
- 3. Assumption of Risks.** Notwithstanding the foregoing risks, Participant acknowledges it is impossible to eliminate all risks of injury or property damage and understands the demands of the Activity relative to the Participant's physical condition and skill level. PARTICIPANT AFFIRMS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND PARTICIPANT KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH THE ACTIVITIES WITH THE MOTORIZED SCOOTER.
- 4. Impaired Operation.** Participant agrees to exercise ordinary care and reasonable care, and to not consume alcohol or medications that will cause drowsiness, dizziness, or otherwise impair the Participant's operation of the scooter. Participant understands the risk associated with impaired operation of the scooter, and is not aware of any medical condition(s) that would result in any injury to the Participant. Participant takes full responsibility for Participant's own actions, safety, and welfare.
- 5. Release and Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF HIM(HER)SELF, CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY SYNNOVE'S SUNSHINE SCOOTERS, INC., TIM EMERSON, AND ANY DONORS, MANUFACTURERS AND/OR AFFILIATES TO THE SCOOTERS AND THE MANUFACTURING PROCESS, FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) (COLLECTIVELY, CLAIMS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE RISEN OUT OF (IN WHOLE OR IN PART) ANY PROPERTY DAMAGE OR BODILY INJURY (INCLUDING DEATH) TO THE PARTICIPANT IN ANY WAY FROM (A) PARTICIPANT'S USE OF THE SCOOTER, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, (C) LOSS OR THEFT OF THE SCOOTER, (D) CONSUMPTION OF ALCOHOL, DRUGS, MEDICATION, OR MEDICAL CONDITION BY PARTICIPANT, (E) PARTICIPANT'S BREACH OF THIS AGREEMENT. THIS RELEASE AND INDEMNITY SHALL APPLY EVEN IF ANY CLAIM IS CAUSED IN WHOLE OR PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR WILLFUL MISCONDUCT OF THE PROTECTED PARTIES OR PARTICIPANT. THE INDEMNITY SHALL ALSO INCLUDE ADULT PARTICIPANT'S OBLIGATION TO INDEMNIFY THE PROTECTED PARTIES FROM (F) ANY SUM OR SETTLEMENT PAID TO OR ON BEHALF OF THE CHILD PARTICIPANT RESULTING FROM A CLAIM IN ANY WAY INVOLVING THE FOREGOING SUBSECTIONS AND (G) ALL CLAIMS RESULTING FROM OR RELATING TO ANY INSUFFICIENCY OF THE PARTICIPANT'S LEGAL CAPACITY OR AUTHORITY TO EXECUTE THIS AGREEMENT FOR OR ON BEHALF OF THE CHILD PARTICIPANT.

6. Dispute Resolution.

- A.** Choice of Law. Any dispute or claim arising out of or relating to this Agreement , breach thereof, the Activities, Participants, property damage (real or personal), personal injury (including death), or the scope or validity of this agreement shall be governed by Florida Law, in Brevard County.
- B.** MEDIATION. Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Activities, Participants, property damage (real or personal), personal injury (including death), or the scope or validity of this Agreement, shall be brought by the parties in their individual capacity, and settled by a Florida Supreme Court Certified Mediator.
- C.** Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ADULT PARTICIPANT KNOWINGLY, WILLIINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH MEDIATION.

7. License. Participant irrevocably grants the Protected Parties the right to use all or a portion of an imagine or video of Participant and their name and likeness in all forms of media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES OR VIDEOS USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES/VIDEOS. PARTICIPANT RELEASES THE PROTECTED PARTIES FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF PARTICIPANT’S STATEMENTS, VIDEOS, OR IMAGES INCLUDING ANY CLAIMS FOR DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OR MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.

8. Authority. If the Adult Participant signs this Agreement on behalf of his/her spouse, child, family member, friend, minor child, or other person, Adult Participant warrants and represents to Synnove’s Sunshine Scooters, Inc., that he/she has the legal authority and such person’s actual or implied authority to execute this Agreement on their behalf, including but not limited to, the mediation clause, release, indemnity agreement, and choice of law.

9. Acknowledgments. Participant represents to the Protected Parties that this Agreement is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein, this agreement may only be modified in writing, and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the state in which Synnove’s Sunshine Scooters, Inc., is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY EXECUTING THIS AGREEMENT, I REPRESENT I HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO BE BOUND AS SET FORTH HEREIN.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Adult Participant

Name of Minor Child/Participant

Date

Date of Birth