

Release and Waiver Agreement

Version 1.1

Effective June 18, 2025

This Release & Waiver Agreement (hereinafter "Agreement") is made this day by and between:

(1) Participant, if Participant is over the age of eighteen (18), and any of Participant's heirs, beneficiaries, personal representatives, or assigns;
OR (2) Guardians, if Participant is under the age of eighteen (18), and any of Participant's and Guardians' respective heirs, beneficiaries, personal representatives, or assigns (hereinafter "Releasors"); AND Sparknify LLC, & their principals, directors, officers, agents, employees, and volunteers (hereinafter "Releasees").

Assumption of the Risk and Safety. Releasors acknowledge and assume the risks of injury, including but not limited to property damage, personal injury, and/or death, from participation in activities at any site used by Sparknify LLC for program. Activities include a broad range of options which may involve physical exertion, shooting projectiles at others, pyrotechnical effects, bright light, and may include running. These activities are particularly unsuitable for pregnant individuals or participants exceeding 250 pounds.

Waiver of Liability. Releasors hereby release, remise, acquit, and forgive Releasees from any and all liability of any nature, including negligence, breach of contract, for any and all injury or damage (including but not limited to property damage, personal injury, illness, paralysis, and/or death) to Releasors as the result of Releasors' participation in any of the activities at site operated by Sparknify LLC, including but not limited to any such injury or damage resulting from the sole negligence of Releasees, but not including any such injury or damage resulting from the intentional actions and/or gross negligence of Releasees.

Waiver of Claims. Releasors hereby expressly waive any claim, lawsuit, complaint, charge, or cause of action against Releasees for any and all injury or damage (including but not limited to property damage, personal injury, illness, paralysis, and/or death) to Releasors as a result of Releasors' participation in any of the activities at the site operated by Sparknify LLC for program, including but not limited to any such claim, lawsuit, complaint, charge, or cause of action resulting from the sole negligence of Releasees, but not including any claim, lawsuit, complaint, charge, or cause of action resulting from the intentional actions and/or gross negligence of Releasees.

Indemnity. In addition to and not in substitution of any other indemnification obligations of Releasors under this Agreement and/or applicable law, to the fullest extent permitted by law, Releasors shall defend, indemnify, & hold harmless Releasees from & against any & all claims, damages, expenses, costs, fines, penalties, attorneys' fees, liens,

mechanic's liens, suits, judgments & any other liabilities of any kind, including, but not limited to, liabilities for property damage, personal injury, or death arising out of or resulting from or in connection with any acts or omissions of Releasees that arise out of or relate to Releasors' participation in any activities at the site operated by Sparknify LLC, regardless of whether or not caused in part by Releasees.

Releasors' Understanding. Releasors agree that that this Agreement is not the product of grossly unequal bargaining power, and that Releasors have had a full and fair opportunity to review the provisions of this agreement and seek legal counsel regarding the legal ramifications of this Agreement. Releasors further agree that this Agreement does not amount to or relate to a transaction affecting the public interest. Releasors expressly acknowledge that participation in any camp, class, or activity by Sparknify LLC is entirely voluntary, and that Releasors assent to the terms of this Agreement as a precondition to being permitted to participate in any activity by Sparknify LLC. Releasors expressly acknowledge that they are completely waiving their right to sue Releasees for any reason, including negligence or any legal basis for any damages that Participant and/or Releasors may suffer as a result of participation in any activity by Sparknify LLC (except for damages caused by Releasees' intentional acts or gross negligence). If this Agreement is signed by Guardians, Guardians expressly acknowledge that they are completely waiving their right to sue Releasees for any damages that Guardians or their minor child, Participant, may suffer as a result of participation in any activity by Sparknify LLC (except for damages caused by Releasees' intentional acts or gross negligence).

Agreement Binding upon Heirs and Beneficiaries. It is understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs, beneficiaries, and assignees.

Governing Law. The agreement is deemed to be entered into the State of California and to be governed and enforced pursuant to the law of the State of California.

Jurisdiction. All claims or disputes arising out of or related to this agreement or from Participant's participation in any activity by Sparknify LLC shall be brought and maintained in the courts of San Mateo County, California. Releasors expressly consent and submit to the exclusive jurisdiction of such courts.

Severability. If any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Transportation. Releasors give their permission to Sparknify LLC to transport any program participant from one activity to another by an authorized member of Sparknify LLC staff and within an authorized Sparknify vehicle, if deemed necessary by Sparknify.