ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

IMPORTANT: THIS IS A CONTRACT THAT AGREES TO YOUR ASSUMPTION OF RISKS, WAIVER OF CLAIMS (INCLUDING THE RIGHT TO SUE), AND RELEASE OF LIABILITY FOR INJURIES, PROPERTY DAMAGE, AND DEATH FROM ACTIVITIES AT ELECTRIFY EXPO. THIS IS A LEGAL CONTRACT AND IT IS BINDING WHETHER OR NOT YOU PURCHASED THE TICKET FOR ADMISSION YOURSELF OR SOMEONE ELSE DID FOR YOU - DO NOT SIGN UNLESS YOU REVIEW, UNDERSTAND, AND AGREE. Initials

The individual named below (referred to as "I" or "me") desires to enter, attend, observe, explore, experience or otherwise participate in, or in any other way be involved for any purpose with, including, without limitation, to control, drive or be a passenger in any Electric Vehicle, whether the Electric Vehicle is owned by Company, me, or any other party, or otherwise enter the area of (collectively, "Attend and Participate"), the "Electrify Expo," an e-mobility festival produced by Electrify Expo, LLC, a Texas limited liability company (the "Company"). If the individual listed is under eighteen (18) (under 19 in Nebraska; under 21 in Mississippi) then their parent or legal guardian or other authorized person must sign, agreeing to the same on their behalf.

Your time at Electrify Expo will include hands-on activities, demonstrations, races, and access to a variety of electric mobility brands that will provide you the opportunity to try out and drive electric vehicles, ride e-bikes, e-motorcycles, e-scooters, e-motorbikes, e-foils, e-surfboards, e-skateboards, unmanned aerial vehicles (UAVs), unmanned ground vehicles (UGVs), unmanned surface vehicles (USVs), unmanned underwater vehicles (UUVs), vertical take-off and landing drones (VTOLs), fixed-wing drones, amphibious drones, heavy-lift drones, space drones/robots, and other forms of electric transportation including autonomous vehicles (collectively "Electric Vehicles"). Operating, being a passenger on, or even spending time in close proximity to any type of vehicle brings risks of bodily injury and even death and you are not permitted to enter Electrify Expo unless you are willing to assume these risks. You are not permitted to enter unless you agree to sign this Assumption of Risk, Waiver and Release of Liability, which will remove rights to recover damages from the Company to the maximum extent permitted by Applicable Law.

In consideration of being permitted by the Company to Attend and Participate in the Electrify Expo (whether or not I purchased my own ticket) and in recognition of the Company's reliance hereon as a condition of my admission, I, on behalf of myself, my personal representatives, my spouse, my heirs, next-of-kin, insurers, successors and assigns without limitation, irrevocably and unconditionally agree to all the terms and conditions set forth in this instrument (the "Waiver and Release").

1. YOU ASSUME RISKS BY ENTERING ELECTRIFY EXPO.

Attendance at Electrify Expo Exposes You to Inherent Hazards: I am aware that my Attendance and Participation in the Electrify Expo will involve inherent hazards including mechanical equipment use, uneven ground or pavement, mechanical failure of an Exhibitor's equipment or product, impact or collision with other persons or equipment, and failure of myself or others to operate equipment safely or within the bounds of ability. Depending on the activity there may also be fencing, barriers, structures, ponds and other bodies of water, trails and terrain with varying risks, trees and tree stumps, branches, rocks and boulders, forest deadfall, holes and depressions on or beneath the surface, cliffs, dirt, mud, snow, weather, crevasses, road banks, man-made structures, encounters with hunters and wild or domestic animals. Electrify Expo is not just intended for driving professionals but is instead open to the public, therefore I understand that many people will be trying out Electric Vehicles for the first time, without being proficient in their use, and that neither myself nor others will be required to prove proficiency or abilities in order to do so. Electrify Expo will involve operating Electric Vehicles and walking in areas where others are operating Electric Vehicles, and could result in falling, being run over, being struck, drowning or other dangers.

Attendance at Electrify Expo Exposes You to Potentially Dangerous Activities: I AM AWARE AND UNDERSTAND THAT ATTENDANCE AND PARTICIPATION AT ELECTRIFY EXPO IS A POTENTIALLY

DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY MY OWN ACTIONS, OMISSIONS OR NEGLIGENCE, THE ACTIONS, OMISSIONS OR NEGLIGENCE OF OTHERS, INCLUDING, WITHOUT LIMITATION, THE COMPANY OR THE COMPANY'S EXHIBITORS AT THE ELECTRIFY EXPO, ANY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS, INCLUDING, WITHOUT LIMITATION, OF THE COMPANY OR ITS EXHIBITORS, AND THE CONDITION OF THE FACILITIES. EQUIPMENT OR VEHICLES. NOTWITHSTANDING THE RISK. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY AGREEING TO ATTEND AND PARTICIPATE IN THE ELECTRIFY EXPO WITH AN EXPRESS UNDERSTANDING OF THE RISKS AND DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE ARISING FROM MY ATTENDANCE AND PARTICIPATION IN THE ELECTRIFY EXPO. WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY, ITS EXHIBITORS, MYSELF OR OTHERWISE. I UNDERSTAND AND I HAVE CONSIDERED THE RISKS INVOLVED, AND I VOLUNTARILY AND FREELY CHOOSE TO ASSUME THESE RISKS. INITIALS

Further Risks Assumed From Participation in the Electrify Race League. IN ADDITION TO THOSE RISKS ASSUMED AS STATED ABOVE, I ALSO UNDERSTAND THAT BY PARTICIPATING AS A CONTESTANT IN THE ELECTRIFY RACE LEAGUE I AM ASSUMING EVEN GREATER RISKS OF BODILY INJURY AND DEATH BY PARTICIPATING IN THE RACING OF ELECTRIC VEHICLES IN A COMPETITIVE ENVIRONMENT. THE ELECTRIFY RACE LEAGUE ALLOWS PARTICIPANTS TO RACE ELECTRIC VEHICLES IN A VARIETY OF RACE CONDITIONS, TRACKS, AND HEATS. CONTESTANTS ARE RESPONSIBLE FOR THEIR OWN SAFETY GEAR AND EQUIPMENT, AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF CONDITIONS, TRACK DESIGN CHARACTERISTICS, CAPABILITIES OF OTHER CONTESTANTS, QUALITY OF EQUIPMENT USED, OR OTHERWISE. PARTICIPATION IS FULLY AT YOUR OWN RISK.

Attendance at Electrify Expo May Expose You to Disease. I am aware of the highly contagious nature of bacterial and viral diseases including without limitation the novel coronavirus disease ("COVID-19") and Avian Influenza ("Bird Flu"), any COVID-19 and Bird Flu variants, other influenza, and any other infectious diseases (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease or other infectious diseases by being on the premises of the Electrify Expo (the "Premises") and engaging in and Attending and Participating in the Electrify Expo. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including, without limitation, the Company, its employees and exhibitors and their staff. I understand that while the Company takes reasonable measures to follow all federal, state, and local laws, orders, directives and guidelines related to the Disease the Company cannot guarantee that I will not become infected with the Disease or other infectious diseases while on the Premises and that being on the Premises may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE, ATTEND AND PARTICIPATE IN THE ELECTRIFY EXPO WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING, ATTENDING AND PARTICIPATING IN THE ELECTRIFY EXPO, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. YOU WAIVE AND RELEASE CLAIMS BY ENTERING ELECTRIFY EXPO.

<u>Waiver and Release</u>: I hereby expressly waive and release any and all claims, demands, lawsuits, expenses, and any other liability of any kind, which I may have, or which I may hereafter have, whether known or unknown, whether directly or by subrogation or otherwise, against the Company and its affiliates, officers, managers, members, employees, marketing agencies, contractors, agents, officers or directors, exhibitors,

exhibitors' staff or contractors, exhibitor agencies, vendors, successors and assigns and all others involved in the Electrify Expo (collectively, "Electrify Expo Releasees"), on account of property damage, injury, disability or death (including, without limitation, death or disability that I, or that my next of kin, may suffer resulting from or directly or indirectly arising out of or in connection with my Attendance and Participation in the Electrify Expo), personal or psychological injury, illness, pain suffering, or financial loss arising out of or attributable to, directly or indirectly, (i) my Attendance and Participation in the Electrify Expo, including as arising out of, but not limited to, the risks assumed in Section 1, (ii) my being on the Premises or Attending and Participating in the Electrify Expo, and/or (iii) the Company's exercise of its rights under this Waiver and Release in each case, whether arising out of the acts or omissions, fault, or injudicious act of the Company or any Electrify Expo Releasees or otherwise, including negligence to the maximum extent as permitted by Applicable Law. I covenant not to make or bring any such claim against the Company or any other Electrify Expo Releasee, and forever release and discharge the Company and all other Electrify Expo Releasees from liability under any of the foregoing claims. This Waiver and Release does not extend to claims for gross negligence, intentional or reckless misconduct or any other liabilities that Applicable Law does not permit to be released by agreement.

General Release: I understand that by signing this Waiver and Release, I am waiving any and all claims, of any kind arising out of or attributable to my Attendance and Participation in the Electrify Expo, including those claims that may be unknown to me, or which I do not suspect to exist at this time. I specifically acknowledge and agree that this document is intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations (collectively, "Applicable Law"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, OR ANY OTHER LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES OR OTHER JURISDICTION, OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE OR EQUIVALENT TO CALIFORNIA CIVIL CODE SECTION 1542 THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH I DO NOT KNOW OR SUSPECT EXIST IN MY FAVOR AT THE TIME OF EXECUTION OF THIS WAIVER AND RELEASE, WHICH, IF KNOWN BY ME, WOULD HAVE MATERIALLY AFFECTED MY DECISION TO SIGN THIS WAIVER AND RELEASE.

CALIFORNIA CIVIL CODE SECTION 1542 READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if know by him or her, would have materially affected his or her settlement with the debtor or released party.

<u>Choice of Law:</u> This Waiver and Release shall be construed and interpreted as broadly as possible under the Applicable Law of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Indemnification: I shall defend, indemnify and hold harmless the Company and all other Electrify Expo Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Waiver and Release, and the cost of pursuing any insurance providers (collectively, "Losses"), incurred by or awarded against the Company or any other Electrify Expo Releasees, in respect of any accident, injury (including death), loss, or property damage, however caused, arising out of or resulting from any claim of a third party related to my Attendance and Participation in the Electrify Expo, including any claims arising out of my own negligence or the ordinary negligence of the Company or the Electrify Expo Releasees and any breach of any representation and warranty or other covenant made by me in this Waiver and Release.

3. YOU WAIVE RIGHTS OF PUBLICITY – INCLUDING NAME/IMAGE/LIKENESS - BY ATTENDING ELECTRIFY EXPO

Name, Image, and Likeness: The Company desires to use and publicize my name, image, likeness, and other personal characteristics and personal information for advertising, promotion, and other commercial and business purposes as also explained in the Electrify Expo Privacy Policy. In consideration of being permitted by the Company to Attend and Participate in the Electrify Expo and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give the Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Waiver and Release.

Consent to Use of Name and Likeness: I hereby irrevocably permit, authorize, grant, and license the Company and its affiliates, successors and assigns, vendors and service providers, exhibitors and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, and appearance, voice, professional and personal biographical information, signature and other personal characteristics and private information, and all materials created by or on behalf of the Company that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of the Company and its affiliates, service providers and exhibitors and each of their respective businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Waiver and Release.

Ownership and Control of Materials: To the extent permitted by Applicable Law, the Company shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to the Company my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Company, and that the Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or the Company's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by the Company in the Company's sole discretion. The Company has no obligation to create or use the Materials or to exercise any rights given by this Waiver and Release.

<u>Publicity Covenants:</u> I represent and warrant to the Company that I will provide only true and correct statements and other information in connection with this Waiver and Release, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith.

4. COVENANTS AND REPRESENTATIONS

<u>Authority</u>: I represent and warrant to the Company that I am at least eighteen (18) years of age, and I have full right, power, and authority to enter into this Waiver and Release and grant the rights hereunder. I further represent and warrant to the Company that I will provide only true and correct statements and other information

in connection with this Waiver and Release, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith.

<u>Physical Condition</u>: I do not have any medical or other conditions that would impair my ability to drive or ride in a vehicle or otherwise Attend and Participate in the Electrify Expo. Further, I confirm that I do not have a confirmed or suspected case of a Disease, and I will comply with all federal, state, and local Applicable Laws, orders, directives, and guidelines related to the Electrify Expo and the Disease while on the Premises or participating in the Electrify Expo, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to Attend and Participate in the Electrify Expo, or I begin experiencing symptoms of a Disease, I will immediately discontinue further Attendance and Participation in the Electrify Expo.

Rules: In addition, I agree to abide by all rules, guidelines, policies, or codes of behavior implemented by the Company, its affiliates, including service providers and exhibitors, and by the owners of the Premises (collectively, the "Rules"). I will follow any and all instructions, recommendations, and cautions of respective exhibitors at all times during the Electrify Expo, including, without limitation, in respect of my operation of any Electric Vehicle at the Electrify Expo or other Attendance and Participation in the Electrify Expo. I will comply with all Applicable Laws while participating in the Electrify Expo. I will operate all Electric Vehicles at the Electrify Expo in a safe manner to the best of my ability. I will not operate or be a passenger in any Electric Vehicle at the Electrify Expo while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which could impair my ability to operate or ride in an Electric Vehicle.

<u>Medical Treatment</u>: Without obligating Company to make available any level of medical care, I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment which may be deemed necessary in the event of any illness, accident, or injury, or medical emergency resulting from or in connection with my Attendance and Participation at Electrify Expo. I understand that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

Covenant Not to Sue: I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Company, or join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my Attendance and Participation in the Electrify Expo, and I waive any right I may have to do so. This means that I cannot sue to hold Company responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Electrify Expo, even if it is due to the ordinary negligence, injudicious act, omission, or other fault of Company.

Minor Attendees: [If applicable] I am the parent or legal guardian (or otherwise have the legal authority to provide consent on behalf) of an individual attendee in my custody aged seventeen (eighteen in Nebraska; twenty in Mississippi) or younger (the "Minor"). I represent and warrant that I have the legal right to consent on behalf of such Minor, and I hereby do consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk on behalf of such Minor. I will defend, indemnify, hold harmless, and reimburse the Company and any other Electrify Releasees from and for all Losses arising out of or related to: (a) your consent on behalf of the Minor, (b) the accuracy, validity, or completeness of the information provided by you on behalf of the Minor; and (c) any dispute or claim made by the Minor or any third party in connection with the consent of information so provided by you.

<u>Participation in Electrify Race League</u>. In order to participate in the Electrify Race League I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate; I will also follow all instructions, recommendations, and cautions of the Company at

all times. If at any time I believe conditions to be unsafe, or that I am no longer in proper physical condition to participate, I will immediately discontinue further participation. I acknowledge that the Company is relying on these statements to allow me to participate and that I am free to stop participating at any time. I will defend, indemnify, hold harmless, and reimburse Company and any other Electrify Releasees from and for all damages, losses, costs, or expenses (including legal fees) incurred by Company or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused or resulting from, arising out of, or otherwise connected with my participation in the Electrify Race League, including without limitation any claim related to my own negligence. I will reimburse Company if anyone makes a claim against Company in connection with my participation in the Electrify Race League, including, without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties, or property however caused, whether by my own negligence or otherwise.

5. DATA COLLECTION AND PRIVACY POLICY

Collection of Information: Electrify Expo respects you and the information you share with us. Before entering the Electrify Expo, please read the Electrify Expo Privacy Policy, incorporated into this Waiver and Release and can be found at https://www.electrifyexpo.com/privacy-policy. We share and may sell your personal information that you provide during the Electrify Expo and with Electrify Expo Services. The Electrify Expo Privacy Policy sets forth what type of information we collect, how we use and share that information, and your rights concerning that information. By signing below, you affirmatively consent to our collection and sharing of information pursuant to the Electrify Expo Privacy Policy. For purposes of this Waiver and Release, "Electrify Expo Services" means any and all activities, tasks, or duties performed by Electrify for the benefit of its clients, customers, or third parties, whether tangible or intangible in nature. This includes, without limitation: consulting, advising, planning, designing, organizing, managing, coordinating, producing, hosting, promoting, marketing, and delivering experiences, events, or campaigns, including but not limited to rallies, conferences, seminars, gatherings, or public or private assemblies. Electrify Expo Services also encompass the creation, dissemination, or maintenance of materials, resources, or content related to such activities, as well as any ancillary or incidental undertakings necessary to achieve the intended outcomes or objectives.

<u>Minors</u>: We collect personal information (including name and date of birth) of Minors solely for the purposes of identification and administration of this Waiver and Release. If you are a Minor, you cannot provide personal information to Electrify Expo. Additionally, Minors may not engage with Electrify Expo Services without parental, guardian, or authorized person consent. If you are entering into this Waiver and Release on behalf of a Minor, you hereby affirmatively consent to our collection and sharing of such Minor's information pursuant to the Electrify Privacy Policy.

6. RIGHT TO DENY ADMISSION OR REMOVE ATTENDEES

Electrify reserves the right, in its sole and absolute discretion, to deny admission to or remove any attendee from the Premises at any time for any reason, including but not limited to behavior deemed inappropriate, disruptive, or unsafe, or for failure to comply with Applicable Law or the Rules. This right applies regardless of whether the attendee purchased a ticket or gained access through other means. I acknowledge and agree that no refund or compensation will be provided in the event of such denial or removal, except as required by Applicable Law.

7. MISCELLANEOUS

<u>Binding Effect.</u> This Waiver and Release shall be binding upon and enforceable against me, my personal representatives, executors, administrators, spouse, assigns, heirs and next of kin, in the event of my death or incapacity, without limitation. It is my intent that the words, terms, provisions, covenants and remedies contained in this Waiver and Release shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Waiver and Release is held invalid, the remainder shall not be affected and shall continue

to full legal force and effect. That shall include modifying the Waiver and Release to allow any remaining claims to be waived, released and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Waiver and Release shall continue from this date forever. This document constitutes the entire agreement between the Company and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

<u>Jurisdiction and Venue</u>: Any claim or cause of action arising under this Waiver and Release may be brought only in the federal and state courts located in Austin, Texas, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

<u>Electronic Signature Valid</u>: This Waiver and Release, agreements ancillary to this Waiver and Release, and related documents entered into in connection with this Waiver and Release are signed when a party's signature is captured on a device, email, digital signature or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures, including a finger signature capture as executed during the ticketing process at Electrify Expo.

I HAVE READ THIS WAIVER AND RELEASE AND PRIVACY POLICY, AND FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS WAIVER AND RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME BY THE COMPANY OR ANYONE ELSE AFFILIATED WITH THE ELECTRIFY EXPO.

BY PURCHASING A TICKET OR RECEIVING ENTRY INTO ELECTRIFY EXPO I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT BY RECEIVING ENTRY INTO THE EVENT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS UNDER THIS WAIVER AND RELEASE, INCLUDING THE RIGHT TO SUE THE COMPANY AND THE ELECTRIFY EXPO RELEASEES, AND I AM PROVIDING THE COMPANY WITH MY ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE OF LIABILITY, ALLOWING THE COMPANY TO PUBLICIZE AND COMMERCIALLY EXPLOIT MY NAME, LIKENESS AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE, ALL IN EXCHANGE FOR THE RIGHT TO ATTEND AND PARTICIPATE IN THE ELECTRIFY EXPO.

TO ATTEND AND PARTICIPATE AT THE ELECTRIFY EXPO, I AM REQUIRED TO SIGN THIS WAIVER AND RELEASE. I INTEND TO DO BUSINESS ELECTRONICALLY, AND UNDERSTAND THAT MY SIGNATURE AND INITIALS, IN ALL FORMS, INCLUDING ELECTRONIC, SHALL HAVE THE SAME LEGAL EFFECT AS A MANUALLY EXECUTED SIGNATURE AND BE DEEMED VALID AND ENFORCEABLE.

A COPY OF THIS WAIVER AND RELEASE CAN BE DOWNLOADED BY CLICKING ON THE QR CODE FOUND ON THE POSTERSAT THE FRONT ENTRANCE OF THE EVENT OR BY SENDING AN EMAIL TO TICKETS@ELECTRIFYEXPO.COM.

A PARENT OR LEGAL GUARDIAN MUST SIGN THIS WAIVER AND RELEASE ON BEHALF OF ANY MINOR PARTICIPANT UNDER THE AGE OF MAJORITY IN THE STATE IN WHICH THE EVENT IS TAKING PLACE. BY ELECTRONICALLY SIGNING THIS AGREEMENT, I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) LISTED ABOVE OR OTHERWISE HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR(S) LISTED ABOVE.