

## RV Rental Waiver And Release

THIS WAIVER AND RELEASE OF LIABILITY (“**Release**”) is executed by the undersigned RV renter (“**I**” or “**me**”) in favor of RVshare, LLC (“**RVshare**”).

I desire to attend and/or participate in the PBR World Finals in Fort Worth, Texas (the “**Event**”) and purchase a Turnkey RV Package for the Event (“**Turnkey RV Package**”). I acknowledge that the benefits of a Turnkey RV Package include, but are not limited to, viewing of Event races, a campground with various amenities and the rental of an RV through RVshare (the “**Amenities**”). I understand and agree that, of the various Amenities offered as part of the Turnkey RV Package, RVshare is responsible only for providing the selected RV and specific related services (the “**RV Rental and Services**”). In exchange for being allowed to attend and/or participate in the Event and for other good and valuable consideration, I hereby execute this Release and agree to the following terms:

1. **Assumption of Risk.** I am aware and understand that the Event may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily attending and/or participating in the Event and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my attendance and/or participation in the Event and purchase of the Platinum Package, including the RV Rental and Services.

2. **Release and Waiver.** I FULLY AND FOREVER RELEASE AND DISCHARGE RVSHARE AND ITS OFFICERS, EMPLOYEES, AGENTS, AND INSURERS, AND ALL OTHERS INVOLVED IN THE PROVISION OF THE RV RENTAL AND SERVICES FROM ANY AND ALL INJURIES (INCLUDING DEATH), LOSSES, DAMAGES, CLAIMS (INCLUDING NEGLIGENCE CLAIMS), DEMANDS, LAWSUITS, EXPENSES, AND ANY OTHER LIABILITY OF ANY KIND, OF OR TO ME, MY PROPERTY, OR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN CONNECTION WITH MY ATTENDANCE AND/OR PARTICIPATION IN THE EVENT AND ALL AMENITIES OFFERED OTHER THAN THE RV RENTAL AND SERVICES, EVEN IF IT IS DUE TO THE NEGLIGENCE, OMISSION, OR OTHER FAULT OF RVSHARE, ME OR THIRD PARTIES.

3. **Insurance.** I UNDERSTAND THAT, EXCEPT AS AGREED TO BY RVSHARE IN WRITING, RVSHARE DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

4. **Indemnification.** I hereby agree to indemnify, defend, and hold harmless RVshare from any and all liability, losses, damages, judgments, or expenses, including reasonable attorneys’ fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my attendance and/or participation in the Event, arising out of any third-party claim.

5. **Miscellaneous.** I hereby agree that this Release represents the full understanding between RVshare and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between the parties, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. This Release is binding on and inures to the benefit of RVshare and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Release shall be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to any choice of law doctrine.

**BY COMPLETING THIS BOOKING, 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 RVSHARE.**

Signature of Renter:

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Name of Renter (please print):

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Date: \_\_\_\_\_