

Summary of Release & Waiver

Crafted Travel LLC, Dao Travels LLC, its subsidiaries and affiliates (the "Business") offer clients luxury mobile entertainment and transportation services. Due to the nature of services and inherently dangerous activities which may accompany them, we request that you review and sign our liability waiver – for awareness and our protection.

We have summarized our Waiver of Liability & Assumption of Risk/Indemnity Agreement below. This is ONLY a summary, and not intended to be used in place of the agreement itself, which is also provided. It is your responsibility to read, review and understand ALL terms and conditions herein. These are non-negotiable, and your decision to use our services will mean that you fully agree with the Waiver and Release of Liability terms herein.

In consideration of providing you these services, you (the Participant, and on behalf of your estate) attest and agree to the following:

1. **Acknowledgment and Assumption Of Risk.** You understand and acknowledge that the nature of the services being provided may be inherently dangerous, and that injury, death, financial loss, or property damage may result – either from the services themselves, from your actions or inactions, from other participants or spectators, and from other third parties outside of our control. YOU VOLUNTARILY AND FREELY ASSUME THESE RISKS, and will NOT HOLD US RESPONSIBLE for such risks or their consequences.
2. **Participant's Representations.** You acknowledge and represent that you:
  - Are of legal age to participate in the services provided.
  - Will use good judgment to as to not endanger yourself or others while enjoying our services.
  - Will abide by all laws, and will ensure all members of your party have signed this Waiver.
  - Will follow the rules of our tours and abide by guidance issued by our drivers, operators, etc.
  - Do not have any medical condition that can be affected by our services, and will tell a manager of the Business if you do - IN ADVANCE OF USING OUR SERVICES. It is YOUR RESPONSIBILITY to decide if our transportation services may in any way affect on your health.
  - Have your own insurance (medical, liability, other) to cover any losses or damages that may result.
  - You understand and agree that the services are provided by a private business, and any inappropriate or illegal behavior by you or your group may be grounds for termination of services, with or without a refund – in the full discretion of the Business, its agents and affiliates.
3. **Release From Liability.** You agree, on behalf of yourself and your estate, to fully and forever discharge and release the Business, its affiliates, agents and representatives\* from any and all claims, both now and in the future, that may result from our services or your participation in our services. This is a COMPLETE RELEASE and you understand/agree that you are GIVING UP LEGAL RIGHTS by participating.
4. **Covenant Not To Sue.** You agree not to sue or initiate or assist in a lawsuit against the Business.
5. **Indemnification.** You agree to hold the Business harmless from any third-party claims\*\*.
6. **Non-Disparagement.** You agree to not make disparaging statements or publications about the Business, as this may result in loss of revenue and other damages, for which you agree to be held liable.
7. **No Duty To Supervise.** We do not, and have not duty to supervise your activities during our Services.
8. **Governing Law and Venue.** This agreement will be governed by State of South Carolina, and any disputes will be handled and adjudicated in state or federal court located in South Carolina, Charleston County.
9. **Waiver.** Waiver of any term(s) must be in writing, by an authorized Business representative.
10. **Survival.** For performance by either party after termination, these terms shall survive and be enforceable.
11. **Compliance with Laws.** You agree to comply with all applicable federal, state, regional and local laws.
12. **Severability.** Any invalid/unenforceable provisions herein do not affect any other parts of this agreement.
13. **Entire Agreement; Modification; Binding Effect.** This Release is the entire agreement between you and the Business. It supersedes any prior understandings, claims, or warranties made to you, regardless of format or medium. Any changes of this agreement shall in writing & signed. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of both signing parties.

Release and Waiver of Liability – Full Agreement

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Release”) is provided by the person signing below (“Participant”), who is being permitted to enter upon the vehicle/property (“Property”) owned by Crafted Travel LLC, Dao Travels LLC, or its affiliates or subsidiaries (“the Business”) to participate in a bus tour, transportation event, or services as advertised online, (“Event”). The Participant desires to obtain transportation and/or entertainment services from and on the Property of the Business.

Participant acknowledges and agrees that entering into this Release is required as a condition to entering and/or using the Property and participating in the Event. Failure or omission to review/sign this Release does not constitute a rejection or renegotiation of its terms. Participant’s payment to Business and receipt of its services shall constitute adequate consideration and full acceptance of this agreement. This Release shall be effective on the date of its execution and delivery by Participant, or beginning at the time of Participant’s entry upon Business’s property.

In consideration of Business permitting Participant to enter onto the Property and participate in the Event, the undersigned, on behalf of himself or herself, his or her personal representative, heirs, and next of kin, hereby attests and agrees:

**1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.** Participant understands and acknowledges that the riding and drive Event activities that will take place on the Property involve inherent risks, may be dangerous, and that he or she may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks and dangers may be caused by the Participant’s own actions or inactions, the actions or inactions of others partakers in the Event, the condition of the Property, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 3 of this Release). Participant also acknowledges that any injuries he or she may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the Event. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ENTRY ONTO AND USE OF THE PROPERTY AND PARTICIPATION IN THE RIDING EVENT ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

**2. PARTICIPANT’S REPRESENTATIONS.** Participant acknowledges and represents that:

- (1) Participant is of legal age to participate in the Event and related activities;
- (2) Participant will use appropriate judgment, conduct him/herself in a manner consistent with his/her safety and that of others regardless of being a passenger or spectator;
- (3) Participant will abide by all laws and regulations and will not engage in any illegal activities while on the Property;
- (4) Participant will not condone, enable, or assist other persons to ride as a passenger or participate in services/activities of Business unless such passenger has signed a copy of this Release;
- (5) Participant shall at all times follow all the rules and regulations for the Event and the Property, as may be established or modified by the Business, its operators, agents, and drivers. Participant attests that the Rules and Regulations have been provided and reviewed; Participant understands and agrees that the services are provided by a private business, and any inappropriate or illegal behavior by you or your group/guests may be grounds for termination of services, with or without a refund – in the full discretion of Business or its affiliates;

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(6) Participant has informed himself or herself about the Event and the driving route or stops that will be involved in the Event, either by previous participation in the Event or pursuant to his or her investigation;

(7) If Participant decides to consume or be under the influence of any alcohol at any time during the Event, Participant agrees to maintain full liability for their action and resulting consequences;

(8) In assuming the risks inherent with the Event and related activities, Participant attests that he/she has adequate insurance to cover any injury or damage they may cause or suffer while participating in Event, and agrees to bear such costs themselves.

(9) Participant certifies that he/she does not have any medical or physical condition(s) that could interfere with their safety or that of others, and will assume and bear the costs of any risks, damages, or injuries sustained, directly or indirectly, due to such condition.

(10) Participant has fully read and understands each of the provisions of this Release, and prior to signing this Release had the opportunity to consult with an attorney.

**3. RELEASE FROM LIABILITY.** \*Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release the Business their affiliates, and their respective partners, agents, operators, managers, employees, and representatives, other drivers, sponsors of other joint events of which Participant partakes, and rescue personnel (“Released Parties”) from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant’s entry upon the Property and participation in the Event, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Participant while on the Property or in any way related to the Event activities.

**4. COVENANT NOT TO SUE.** Participant agrees, for himself or herself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Participant may sustain while on the Property or participating in the Event.

**5. INDEMNIFICATION.** \*\*Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Participant’s involvement in any of the Event activities or Participant’s use of the Property, whether caused by the negligence of Released Parties or otherwise.

**6. NONDISPARAGEMENT.** Participant agrees, In exchange for services provided by Business and other valuable consideration, to abstain from making public remarks, internet or social media postings which are or may be disparaging to the Business (including its employees, agents, representatives, affiliates, or subsidiaries), which may impair the marketability of the Business name, brand, services, or its desirability by current or future clients. Participant recognizes and understands that disparaging or defamatory statements or actions toward the Business may and will have a direct financial impact on the Business and its ability to acquire future clientele, the value of which may be difficult to assess. Participants also agree and warrant that they: 1) will not condone, encourage or assist third parties to make such statements; 2) will be personally liable for any financial loss incurred by Business resulting from disparaging

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statements made by Participant or their family, friends, or agents, whether oral or written; 3) will reimburse Business for any such losses; and 4) will secure the professional services necessary to remove, remedy, or repair any such damage incurred by the Business, its brand or agents. Exception for Compelled Truth: either party may make truthful statements about the other, if compelled by court Order, Legal Proceeding, or otherwise required by Law, without violating the non-disparagement requirements under this section.

**7. NO DUTY TO SUPERVISE.** Participant acknowledges and agrees that he or she is aware that the Released Parties have no duty to supervise the activities of any participant or spectator at the Event, or any other person within the Property. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.

**8. GOVERNING LAW AND VENUE.** This Release agreement will be governed by and interpreted in accordance with the laws of the State of South Carolina, without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in South Carolina, Charleston County.

**9. WAIVER.** No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**10. SURVIVAL.** Any provision of this Release providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**11. COMPLIANCE WITH LAWS.** In the performance of the terms of this Release, use of the Property and participation in the Event, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**12. SEVERABILITY.** If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**13. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, communications, claims, or warranties between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

By: \_\_\_\_\_  
[Signature of Participant]

Name: \_\_\_\_\_  
[Printed name of Participant]

Date: \_\_\_\_\_  
[Date of signature]