

**RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE**

(1) I agree that my signature, at the end of this agreement, is my acknowledgement that I have read, understand and agree to the terms of all of the paragraphs individually and to the AGREEMENT in its entirety and that I am legally bound by this AGREEMENT and its provisions. **I WILL DELETE, BY DRAWING A LINE THROUGH AND INITIALING NEXT TO SAID SECTION, ANY PART OF THIS DOCUMENT, I DO NOT FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

**(2) DEFINED TERMS:**

The following terms as used in this document shall have the following meaning and/or definition: "DEJANA" refers to Dejana Truck and Utility Equipment Company, LLC. and Dejana Truck and Utility Equipment Companies, and their employees, agents, representatives, shareholders, officers, directors, all affiliates and affiliated companies, successors or assigns. "I" refers to the individual whose signature and initials appears on this page, along with my heirs, assigns, representatives, Estate and all others who may bring a claim on my behalf.

The "ACTIVITY" is "*The Dejana Myrtle Beach Golf Outing*" "*June 6th Thru June 9th, 2019*"

This is an activity or event is one that DEJANA is or may, either alone or in conjunction with another, be a sponsor, organizer, arranger, or creator of including, but not limited to, such things as arranging for travel to and from the event, accommodations and meals, as well as the activity or event itself which Dejana may be paying part or all, directly or indirectly, the expenses and cost associated therewith. "RELEASED PARTIES" refers to DEJANA and any of its employees, agents, shareholders, representatives, officers, directors, affiliates, successors, associates, parent companies, subsidiaries or sponsors.

The "AGREEMENT" refers to this document.

**(3) VOLUNTARY ACTIVITY**

I agree that I am voluntarily choosing to participate in the ACTIVITY. I am participating in the ACTIVITY on my own free will. I have not been induced by nor promised anything in return from DEJANA in exchange for my participation in the ACTIVITY.

**(4) CONTRACT**

I represent that I am at least eighteen (18) years of age and legally competent to understand and execute this AGREEMENT. I understand that this AGREEMENT is a legally enforceable contract.

**(5) ASSUMPTION OF THE RISK**

I understand that participation in the ACTIVITY may be DANGEROUS, which could result in SERIOUS, PERMANENT BODILY INJURY OR DEATH to its participants. I am ACCEPTING AND ASSUMING these and all other accompanying risks, of my own free will and with full understanding of the possible consequences and potential dangers, and without inducements, promises or statements other than those contained in this AGREEMENT. I hereby personally ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY OR OTHER DAMAGES to myself, my property or the property of others which may in any way, whether foreseeable or not, arise out of my participation in the ACTIVITY and/or from the actions - specifically including negligent acts or omissions - of all persons involved either directly or indirectly in the ACTIVITY. I FULLY APPRECIATE THESE DANGERS ASSOCIATED WITH THE ACTIVITY AND VOLUNTARILY ASSUME THE RISKS.

(6) **RELEASE AND WAIVER OF ALL CLAIMS** For valuable consideration including, but not limited to, the opportunity to participate in the ACTIVITY, I for myself, my heirs, representatives, assigns, successors, administrators and anyone else claiming by or through me HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) - WHETHER FORESEEABLE OR NOT - ARISING FROM NEGLIGENCE, CARELESSNESS, STRICT LIABILITY, GROSS NEGLIGENCE, OR OTHERWISE which I may presently or at any time in the future possess against anyone associated with this event including, but not limited to: DEJANA, any employee, agent, representative, shareholder, officer, director, subsidiary, affiliate, parent company, successor, contractor or assignee of DEJANA that are in any way connected the ACTIVITY and my participation in the ACTIVITY. This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands, or sums of money that I may have or be entitled to from DEJANA as a consequence of any type of damage (whether personal or property), loss, death or injury, I have or may in the future have as a consequence of my participation in the ACTIVITY, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal theory.

**CONTINUED**

**(7) COVENANT NOT TO SUE**

I agree never to institute any lawsuit or action at law or otherwise against DEJANA, nor to initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I may have either now or at any time in the future by reason of any loss or injury (including death) to my person or property arising from the ACTIVITY.

**(8) DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT**

In the event of a breach of this AGREEMENT by me, my heirs, my Estate or anyone acting on my behalf or through me, **I AGREE AND WARRANT THAT I WILL BE LIABLE TO PAY, AND WILL PAY, EACH OF THE RELEASED PARTIES THEIR ACTUAL ATTORNEY FEES, COURT COSTS, AND OTHER EXPENSES CAUSED BY SUCH BREACH** and will otherwise make them whole for any and all sums of money they have to expend because of a breach of this AGREEMENT, and that I will otherwise be liable as provided by law.

**(9) ENFORCEABILITY OF AGREEMENT**

I understand and agree that if I, or anyone on my behalf, initiates any suit or action at law against DEJANA for any loss or injury, no matter how minor or severe, to my person or property, that this document will be used in court.

**(10) NOTICE OF OPPORTUNITY TO CONSULT LEGAL COUNSEL**

I understand that I am in no way obligated to sign this AGREEMENT and, further, that **I AM FREE TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL** at my own expense prior to signing this AGREEMENT.

**(11) MISCELLANEOUS**

I understand that this AGREEMENT applies to all phases of my involvement in the ACTIVITY and it is my intention that this document be **BROADLY CONSTRUED** in favor of any and all of the released parties and **AGAINST ME** and that any and all ambiguities in it be resolved in favor of the released parties. **THIS IS A LEGALLY BINDING CONTRACT.** If a Court should decide that any clause or other portion of this contract is illegal or unenforceable, I agree that such a determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

It is agreed that this AGREEMENT and any disputes or litigation arising there from shall be governed by the laws of the State of New York.

I have carefully read this entire AGREEMENT without any time constraints being placed upon me, and fully understand and agree to be bound by its contents. I am aware that by signing this contract **I AM GIVING UP IMPORTANT LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION OR DURESS OF ANY TYPE.**