

PARTICIPANT RELEASE AND WAIVER OF LIABILITY: Read before signing.

(BY PURCHASING OR REGISTERING FOR FREE TICKETS YOU ARE AGREEING TO THESE TERMS, CONDITIONS, AND ASSUMPTION OF ALL RISKS)

BY PROCEEDING WITH ANY TICKET PURCHASE OR REGISTRATION, I AGREE TO THE FOLLOWING:

In consideration of being allowed to participate in any way in the program, related events and activities of Overland Expo 2025 (the "Event"), an event operated by Emerald X, LLC, a Delaware limited liability company, and in recognition of the Releasee's (as defined below) reliance hereon, I, the undersigned ("I" or "me"), on behalf of myself, and my personal representatives, heirs, assigns and next of kin (the "Related Persons") acknowledge, appreciate, and agree that:

I am aware and understand that participating in the Event is potentially dangerous and the risk of serious injury from the activities involved in this Event is significant, including the potential for permanent paralysis and death, disability and/or property damage and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and,

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY KNOWINGLY, EXPRESSLY AND FREELY ACCEPT AND ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND ASSUME AND ACCEPT FULL AND SOLE RESPONSIBILITY FOR ALL HAZARDS (TANGIBLE AND INTANGIBLE) ASSOCIATED WITH OR RELATED TO MY PARTICIPATION IN THE EVENT; AND,

I willingly agree to comply with the stated and customary terms and conditions for participation. Prior to participating, I agree to inspect my surroundings and equipment to be used, and if I believe anything is unsafe or unusual, I will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is (are) corrected and I agree not participate in any aspect of the Event if and to the extent I am experiencing any mental, physical, or medical condition that would impair, prevent, or prohibit me from safely participating in such aspect of the Event and,

I, FOR MYSELF AND ON BEHALF OF MY RELATED PARTIES, KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND FOREVER RELEASE, WAIVE AND DISCHARGE AND COVENANT NOT TO SUE, EMERALD X, LLC, OVERLAND EXPO, OVERLAND EXPO FOUNDATION, AND ALL TRAINING PROVIDERS; AND COCONINO COUNTY THEIR OFFICERS, OFFICIALS, AGENTS

AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE EVENT AND ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES"), FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COMMUNICABLE DISEASE), DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO MY PARTICIPATION IN THE EVENT OR TRAVEL TO OR FROM OR PRESENCE WITHIN OR AROUND THE EVENT SITE OR COMPLIANCE WITH ANY EVENT SITE PROTOCOLS; IN EACH CASE WHETHER CAUSED BY OR ARISING FROM THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT SHALL APPLY TO ALL CLAIMS, INJURIES, CAUSES OF ACTION, OR DAMAGES I OR MY RELATED PERSONS HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES IN CONNECTION WITH THE EVENT.

To the extent permitted by law, I agree to hold harmless, defend, and indemnify each of the Releasees from any loss, liability, claim, damage, action, judgment, interest, awards, penalties, legal fees, costs or expenses of any kind, arising from or incurred due to my participation in or otherwise in connection with the Event, whether caused by own negligence, the negligence of any released party or otherwise,

I agree that my acts, words and performances at the Event will be in good taste and will not reflect negatively on the image, reputation or business of the Releasees, and irrevocably grant full permission to the Releasees (and each of their designees), with no obligation to compensate me, to utilize, reproduce, distribute, broadcast, or otherwise transmit, publish and display my name, voice, statements, image, photograph, likeness, biographical data and/or actions in any live or recorded audio, video or photographic display or other transmission, publication or reproduction (or any derivative works thereof), in whole or in part, made prior to, at, or after the Event in any medium, for promotional, commercial or any other purpose, in perpetuity worldwide, whether now known or hereafter created, without further authorization or compensation, and represents that the undersigned (including on behalf of Participant) has the right to grant such permission,

This Release constitutes the sole and entire agreement of the Releasees and me with respect to the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. I agree that (a) this Release is governed by the laws of the State of New York, without giving effect to any choice of law provision, and is intended to be as broad and inclusive as is permitted by New York law, (b) if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (c) for the purposes of any action or proceeding arising out of or related to this Release of Liability, the undersigned expressly submits to the exclusive jurisdiction of all federal and state courts located in the State of Delaware.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY PROCEEDING WITH THIS PURCHASE, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANT/S OF MINOR AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this/these participant/s (the "Participant"), do consent and agree to their release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child/ren's involvement or participation in any programs (minors are not permitted in any class involving operation of motor vehicle/cycle) as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent