

AGAVE RUN PARTICIPANT AGREEMENT, TERMS AND CONDITIONS, AND WAIVER OF LIABILITY

Preamble

This Agave Run Participant Agreement, Terms and Conditions, and Waiver of Liability

(collectively, this "Agreement") is entered into by and between the individual executing

this Agreement ("Participant," "I," "me," or "my") and Manticore Lounge LLC and Boosted Junkie LLC, each a Texas Limited Liability Company (collectively, the "Organizer"). This Agreement governs the Participant's application for, and

participation in, the Agave Run event. Participation in the Agave Run is conditioned

upon the Participant's full acceptance of and compliance with all terms and conditions

set forth herein. This Agreement contains critical provisions regarding assumption of

risk, release of liability, indemnification, and other important legal obligations. It is

imperative that the Participant reads this entire document carefully and understands its

contents before signing. This Agreement, together with any ancillary documents

explicitly referenced herein (such as an official Entry Form or Privacy Policy), constitutes

the entire agreement between the Participant and the Organizer concerning the

subject matter hereof and supersedes all prior or contemporaneous discussions,

negotiations, representations, warranties, and agreements, whether oral or written. The

execution of this Agreement and/or participation in the Event signifies the Participant's

unequivocal acceptance of these binding terms.

1. Introduction and Event Particulars

- 1.1. Parties to the Agreement:

- "The Organizer" shall mean Manticore Lounge LLC and Boosted Junkie LLC.

- "The Participant" shall mean the individual named below who executes

this Agreement and desires to participate in the Event. The precise

identification of both the Organizer and the Participant is fundamental to

the enforceability of this Agreement, ensuring that the protections and

obligations detailed herein are correctly applied to the intended entities

and individuals as mandated by Texas law.

- 1.2. Event Details:

- Event Name: The "Agave Run" (hereinafter referred to as the "Event").

- Date: The Event is scheduled to take place on August 22, 2026.

- Location: The Organizer designates an official meet point and destination for the Event in Texas. The anticipated drive may occur through Hidalgo County and Starr County, Texas, on public roadways; however, the Organizer does not prescribe, control, supervise, or require any specific driving route between the meet point and destination. Each participant independently selects and is solely responsible for their route, timing, speed, stops, conduct, passengers, vehicle, and compliance with all traffic, parking, insurance, licensing, registration, and safety laws.

- Nature of Event: The Agave Run is a one-day, non-competitive driving

tour conducted on public roads. THE EVENT IS NOT A RACE,

COMPETITION, OR SPEED TRIAL OF ANY KIND. Participants must not

compete in any manner against other participants or other road users.

This characterization of the Event as "non-competitive" is a deliberate and

significant aspect of its organization, intended to manage expectations

regarding participant conduct and to clarify the Organizer's stance

against any form of illicit racing on public thoroughfares. This distinction is

important for legal and safety considerations, framing the Event as a

curated driving experience rather than a contest of speed, thereby

influencing the Organizer's duties and the expected standard of care

from participants.

- 1.3. Binding Nature of Agreement:

- By signing this Agreement, completing the official Entry Form (if

applicable), remitting any required Entry Fee, and/or by commencing

participation in any aspect of the Event, the Participant irrevocably

confirms that they have carefully read, fully understood, and voluntarily

agree to be legally bound by all terms, conditions, covenants,

representations, warranties, releases, and indemnities contained within

this Agreement.

- The Participant acknowledges that they have been afforded ample

opportunity to seek and obtain independent legal advice from an attorney

of their choosing concerning the terms and legal implications of this

Agreement prior to its execution. This acknowledgment serves to

underscore the informed nature of the Participant's consent, a factor highly regarded under Texas law in assessing the validity of contractual agreements, particularly those involving the waiver of significant legal rights.

2. Acknowledgment and Voluntary Assumption of Risks

IT IS IMPERATIVE THAT THE PARTICIPANT READS AND UNDERSTANDS THIS SECTION THOROUGHLY. PARTICIPATION IN THE AGAVE RUN IS AN INHERENTLY DANGEROUS ACTIVITY.

- 2.1. DANGEROUS ACTIVITY ACKNOWLEDGMENT: I, THE PARTICIPANT, HEREBY EXPRESSLY ACKNOWLEDGE,

UNDERSTAND, AND AGREE THAT PARTICIPATION IN THE AGAVE RUN IS AN INHERENTLY AND POTENTIALLY DANGEROUS ACTIVITY THAT INVOLVES NUMEROUS SIGNIFICANT AND FORESEEABLE RISKS, HAZARDS, AND DANGERS.

THESE RISKS ARE ASSOCIATED WITH OPERATING A HIGH-PERFORMANCE MOTOR VEHICLE ON PUBLIC ROADWAYS, OFTEN IN CLOSE PROXIMITY TO OTHER VEHICLES AND UNDER VARYING AND UNPREDICTABLE CONDITIONS.

SUCH RISKS AND DANGERS INCLUDE, BUT ARE BY NO MEANS LIMITED TO:

- TRAFFIC ACCIDENTS, INCLUDING COLLISIONS WITH OTHER PARTICIPATING VEHICLES, VEHICLES OPERATED BY MEMBERS OF THE GENERAL PUBLIC, PEDESTRIANS, ANIMALS (DOMESTICATED OR WILD), FIXED OBJECTS (E.G., BARRIERS, TREES, UTILITY POLES), OR MOVING OBJECTS.
- THE NEGLIGENCE, RECKLESSNESS, OR UNLAWFUL ACTIONS OF OTHER DRIVERS, WHETHER THEY ARE OTHER EVENT PARTICIPANTS OR MEMBERS OF THE GENERAL PUBLIC. THIS INCLUDES, BUT IS NOT LIMITED TO, SPEEDING, DISTRACTED DRIVING, IMPAIRED DRIVING, VIOLATION OF TRAFFIC LAWS, AGGRESSIVE MANEUVERS, AND UNPREDICTABLE DRIVING BEHAVIOR.
- MECHANICAL FAILURE OR MALFUNCTION OF MY OWN VEHICLE OR THE VEHICLE OF ANY OTHER PARTICIPANT OR THIRD PARTY, INCLUDING BUT

NOT LIMITED TO TIRE BLOWOUTS, BRAKE FAILURE, ENGINE FAILURE, STEERING MALFUNCTION, OR FIRE.

- CHANGING, UNPREDICTABLE, OR ADVERSE ROAD CONDITIONS, INCLUDING BUT NOT LIMITED TO POTHOLES, UNEVEN SURFACES, LOOSE GRAVEL, DEBRIS ON THE ROADWAY, OIL SLICKS, POORLY MARKED LANES, CONSTRUCTION ZONES, AND UNEXPECTED ROAD HAZARDS.

- ADVERSE OR SUDDENLY CHANGING WEATHER CONDITIONS PREVALENT IN TEXAS, INCLUDING BUT NOT LIMITED TO EXTREME HEAT, HEAVY RAIN, HAIL, FOG, HIGH WINDS, REDUCED VISIBILITY, OR SUN GLARE, ANY OF WHICH CAN AFFECT VEHICLE CONTROL AND DRIVER JUDGMENT.

- THE RISKS ASSOCIATED WITH DRIVING FOR AN EXTENDED PERIOD DURING A SINGLE DAY, INCLUDING DRIVER FATIGUE, DIMINISHED REFLEXES, IMPAIRED JUDGMENT, AND REDUCED CONCENTRATION.

- **THE POTENTIAL FOR SERIOUS BODILY INJURY, PERMANENT DISABILITY,** PARALYSIS, DISMEMBERMENT, SIGNIFICANT SCARRING, TRAUMATIC BRAIN INJURY, AND/OR DEATH TO MYSELF, ANY PASSENGER IN MY VEHICLE, OTHER PARTICIPANTS, OR THIRD PARTIES (INCLUDING MEMBERS OF THE GENERAL PUBLIC).

- DAMAGE TO OR TOTAL LOSS OF MY VEHICLE, PERSONAL PROPERTY, AND THE PROPERTY OF OTHERS.

- **RISKS RELATED TO THE PROVISION OF EMERGENCY MEDICAL SERVICES,** INCLUDING THE AVAILABILITY, DELAY, OR ADEQUACY OF SUCH SERVICES, ESPECIALLY IN RURAL OR REMOTE AREAS OF TEXAS.

- **RISKS ASSOCIATED WITH THE ACTIONS OR INACTIONS OF ORGANIZER** STAFF, VOLUNTEERS, OR OTHER PARTICIPANTS.

- EXPOSURE TO COMMUNICABLE DISEASES, ILLNESSES, OR OTHER HEALTH-RELATED RISKS INHERENT IN GATHERINGS OR TRAVEL. The detailed enumeration of these risks is critical for compliance with Texas

law, which mandates that waivers provide "fair notice" and are clear and unambiguous about the dangers involved. A participant cannot be deemed to have knowingly assumed risks of which they were not adequately informed. This comprehensive disclosure aims to ensure that the Participant is fully cognizant of the multifaceted hazards inherent in the Agave Run, thereby strengthening the foundation for a valid assumption of risk.

- 2.2. VOLUNTARY ASSUMPTION OF ALL RISKS:

WITH FULL KNOWLEDGE, AWARENESS, AND UNDERSTANDING OF THE NUMEROUS AND SIGNIFICANT RISKS, HAZARDS, AND DANGERS ASSOCIATED WITH MY PARTICIPATION IN THE AGAVE RUN, AS DETAILED IN SECTION 2.1 ABOVE AND INCLUDING ANY OTHER RISKS NOT SPECIFICALLY LISTED BUT WHICH ARE REASONABLY FORESEEABLE OR INHERENT TO SUCH AN ACTIVITY, I HEREBY VOLUNTARILY, FREELY, AND EXPRESSLY ELECT TO PARTICIPATE IN THE EVENT. I FULLY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, INCLUDING BUT NOT LIMITED TO THE RISK OF ILLNESS, PROPERTY LOSS OR DAMAGE, FINANCIAL LOSS, SERIOUS BODILY INJURY, PERMANENT DISABILITY, OR DEATH, HOWEVER CAUSED (INCLUDING BY THE NEGLIGENCE OF THE RELEASED PARTIES AS DEFINED HEREINAFTER, TO THE EXTENT PERMITTED BY LAW), ARISING FROM OR IN ANY WAY CONNECTED WITH MY PREPARATION FOR, ATTENDANCE AT, OR PARTICIPATION IN THE AGAVE RUN. I ACKNOWLEDGE THAT MY DECISION TO PARTICIPATE IS MADE OF MY OWN FREE WILL, WITHOUT ANY COERCION, DURESS, OR UNDUE INFLUENCE FROM THE ORGANIZER OR ANY OTHER PARTY.

This explicit linkage between the detailed risk disclosure in Section 2.1 and the Participant's voluntary act of assuming those risks in this Section 2.2 is fundamental to establishing an "express assumption of risk" under Texas law. This doctrine can serve as a significant defense for the Organizer if an injury results from a risk inherent to and knowingly accepted by the Participant.

3. Participant's Covenants, Representations, and Warranties

As a condition of being permitted to participate in the Agave Run, I, the Participant, hereby make the following covenants, representations, and warranties to the Organizer, acknowledging that the Organizer is relying upon the truth and accuracy of these statements:

- 3.1. Age:

- I warrant that I am twenty-one (21) years of age or older on August 22, 2026, the scheduled date of the Event.

- Passenger must be eighteen (18) years of age or older on August 22, 2026, the scheduled date of the Event. If the Passenger is not at least eighteen (18) years of age, they must be accompanied by a legal guardian, and must have said guardian sign this waiver.

- 3.2. Driver's License and Vehicle Registration:

- I warrant that I possess a current, valid, and unrestricted driver's license issued by a competent authority, which is legally recognized and permits me to operate a motor vehicle in the State of Texas.

- I warrant that the vehicle I will be operating in the Event (the "Participating Vehicle") is legally registered in accordance with the laws of its jurisdiction of registration and complies with all applicable Texas Department of Motor Vehicles (DMV) requirements for operation on public roads.

- I agree to carry my valid driver's license, vehicle registration documentation, and proof of valid insurance (as detailed in Section 4) with me at all times during my participation in the Event.

- 3.3. Vehicle Roadworthiness and Safety:

- I warrant that the Participating Vehicle is in excellent mechanical condition, safe, roadworthy, and suitable for participation in a demanding, high-performance driving event on public roads. This includes, but is not limited to, having properly functioning brakes, tires with adequate tread depth and appropriate pressure, operational lights and signals, and a sound structural integrity.

- I warrant that the Participating Vehicle complies with all applicable Texas

vehicle safety standards and equipment requirements for operation on public roadways.

- I acknowledge and agree that I am solely and exclusively responsible for the maintenance, preparation, and condition of the Participating Vehicle.

The Organizer has no duty to inspect, and will not inspect, the Participating Vehicle for safety or roadworthiness, and any cursory observation by Organizer staff shall not constitute an inspection or approval. The Organizer shall not be liable for any loss or damage arising from any mechanical failure or defect of the Participating Vehicle. This placement of responsibility for vehicle condition upon the Participant is a critical measure to limit the Organizer's liability for incidents stemming from vehicle malfunctions and serves to encourage participants to ensure their vehicles are adequately prepared for the demands of the Event.

- 3.4. Fitness to Participate:

- I warrant that I am in good physical and mental health, possess the requisite skill, experience, and judgment to safely operate the Participating Vehicle in the potentially challenging conditions of the Agave Run, and that I have no medical or other conditions that would impair my ability to do so safely.

- I warrant that I am not currently under the influence of, nor will I be under the influence of during my participation in the Event, any alcohol, illegal drugs, controlled substances, or any prescription or over-the-counter medication that could in any way impair my cognitive functions, reflexes, judgment, or ability to operate a motor vehicle safely.

- I agree that I will not operate the Participating Vehicle if my ability to do so safely is compromised by illness, fatigue, injury, emotional distress, or any other condition that might render me unfit to drive.

- 3.5. Compliance with Laws and Event Rules:

- I agree to comply strictly with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations of the State of Texas at all

times during my participation in the Agave Run. This includes, without limitation, ALL traffic laws, posted speed limits, rules of the road, and vehicle operation regulations.

- I agree to comply with all specific rules, instructions, and directions given by the Organizer or its authorized representatives before, during, and after the Event.

- 3.6. Accuracy of Information:

- I warrant that all information I have provided or will provide to the Organizer, whether on the official Entry Form, in this Agreement, or in any other communication related to the Event, is true, accurate, current, and complete in all respects. I understand that the Organizer is relying on this information.

- 3.7. Background Check and Participant Screening:

- I authorize the Organizer to conduct a background check on me, which may include verification of my driving record, criminal history, and other publicly available information relevant to assessing my suitability for participation in the Agave Run.

- I understand that the Organizer reserves the right, in its sole discretion, to deny my application or revoke my participation based on the results of such background check or other screening procedures, particularly if they reveal information that the Organizer reasonably believes could compromise the safety, reputation, or orderly conduct of the Event.

- If required by the Organizer, I agree to promptly provide any additional information or documentation necessary to complete this screening process.

- I acknowledge that any false statements, misrepresentations, or material omissions in my application materials or during the screening process may result in immediate disqualification or removal from the Event without refund.

- 3.8. Provisions Regarding Minors:

- I acknowledge and agree that no person under eighteen (18) years of age on August 22, 2026, shall be permitted to operate a vehicle in the Agave Run under any circumstances.

- REGARDING MINOR PASSENGERS (INDIVIDUALS UNDER EIGHTEEN (18)

YEARS OF AGE):

- I understand that any minor passenger must be accompanied by their parent or legal guardian who must also be a registered participant in the Event.

- The parent or legal guardian of any minor passenger must execute this Agreement, including all waivers, releases, and assumption of risk provisions, on behalf of such minor, representing that they have the legal authority to do so.

- The parent or legal guardian must remain physically present with the minor at all times during the Event and assumes full responsibility for the minor's safety, conduct, and compliance with all Event rules.

- I understand that the parent or legal guardian, by signing this Agreement on behalf of a minor, acknowledges that they are giving up substantial legal rights that the minor might otherwise have.

- AGE VERIFICATION: I understand and agree that the Organizer may require proof of age (such as a government-issued photo ID or birth certificate) for any participant or passenger whose age may be in question, and that failure to provide such proof upon request may result in denial of participation.

- I acknowledge that the Organizer reserves the right to impose additional restrictions or requirements regarding the participation of minors in the interests of safety, and I agree to comply with any such requirements.

4. Participant Insurance Liabilities and Requirements

THE PARTICIPANT'S ATTENTION IS EXPRESSLY DRAWN TO THIS SECTION REGARDING

INSURANCE OBLIGATIONS. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN DENIAL OF PARTICIPATION WITHOUT REFUND.

- 4.1. MANDATORY AUTOMOBILE LIABILITY INSURANCE: I,

THE PARTICIPANT, ACKNOWLEDGE AND AGREE THAT I AM SOLELY AND EXCLUSIVELY RESPONSIBLE FOR OBTAINING AND MAINTAINING, AT MY OWN EXPENSE, VALID AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR THE PARTICIPATING VEHICLE. THIS COVERAGE MUST BE IN FULL FORCE AND EFFECT FOR THE ENTIRE DURATION OF THE AGAVE RUN (SPECIFICALLY INCLUDING AUGUST 22, 2026) AND MUST MEET OR EXCEED THE MINIMUM LIABILITY COVERAGE LIMITS REQUIRED BY THE STATE OF TEXAS. AS OF THE DATE OF THIS AGREEMENT, THESE MINIMUMS ARE UNDERSTOOD TO BE \$30,000 FOR INJURIES PER PERSON, UP TO A TOTAL OF \$60,000 PER ACCIDENT FOR ALL PERSONS INJURED, AND \$25,000 FOR PROPERTY DAMAGE (OFTEN REFERRED TO AS 30/60/25 COVERAGE). THE PARTICIPANT IS RESPONSIBLE FOR VERIFYING THE CURRENT TEXAS MINIMUM REQUIREMENTS AT THE TIME OF THE EVENT. THIS MANDATORY INSURANCE MUST PROVIDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE SPECIFIC PARTICIPATING VEHICLE ENTERED IN THE AGAVE RUN. The clear articulation of these minimum requirements and the Participant's sole responsibility for obtaining such coverage is essential. This clarity ensures that the Participant understands their non-delegable duty to be legally insured in Texas and prevents any misunderstanding that the Organizer might provide or supplement this primary insurance coverage.

- 4.2. STRONGLY RECOMMENDED ADDITIONAL INSURANCE COVERAGES: THE ORGANIZER STRONGLY RECOMMENDS, URGES, AND

ADVISES THAT THE PARTICIPANT, FOR THEIR OWN FINANCIAL PROTECTION AND PEACE OF MIND, OBTAIN AND MAINTAIN ADDITIONAL INSURANCE COVERAGES SIGNIFICANTLY IN EXCESS OF THE MANDATORY STATE MINIMUMS. SUCH ADDITIONAL COVERAGES SHOULD INCLUDE, BUT ARE NOT LIMITED TO:

- HIGHER LIMITS OF THIRD-PARTY AUTOMOBILE LIABILITY INSURANCE:

Considerably higher than the state minimums to adequately cover potential liabilities arising from serious accidents resulting in severe injuries or substantial property damage.

- COMPREHENSIVE AUTOMOBILE INSURANCE: Covering physical damage to, or loss of, the Participant's own Participating Vehicle due to perils such as collision, theft, fire, vandalism, malicious mischief, or natural disasters.

- COLLISION COVERAGE: Specifically covering damage to the Participant's Participating Vehicle resulting from a collision, regardless of fault.

- UNINSURED/UNDERINSURED MOTORIST (UM/UIM) COVERAGE: Providing financial protection for the Participant and their passengers against losses caused by at-fault drivers who have no insurance or insufficient insurance to cover the damages.

- PERSONAL INJURY PROTECTION (PIP) AND/OR MEDICAL PAYMENTS (MEDPAY) COVERAGE: To cover medical expenses, lost wages, and other related costs for the Participant and their eligible passengers, often regardless of who is at fault in an accident.

- PERSONAL ACCIDENT INSURANCE AND/OR TRAVEL INSURANCE WITH MEDICAL EVACUATION: Covering accidental death, dismemberment, disability, and significant medical expenses (including emergency medical evacuation and repatriation) that may be incurred by the Participant as a result of participation in the Event, particularly if traveling from outside Texas. I, THE PARTICIPANT, ACKNOWLEDGE THAT THE DECISION TO OBTAIN OR NOT OBTAIN ANY OR ALL OF THE AFOREMENTIONED STRONGLY RECOMMENDED ADDITIONAL INSURANCE COVERAGES IS MINE ALONE. I FURTHER ACKNOWLEDGE THAT THE ORGANIZER BEARS NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE ADEQUACY, SCOPE, OR SUFFICIENCY OF ANY INSURANCE COVERAGE I CHOOSE TO MAINTAIN OR NOT MAINTAIN. While the Organizer mandates minimum liability insurance as required by law, it cannot compel participants to

purchase more extensive personal coverage. By "strongly recommending" these additional coverages, the Organizer fulfills an advisory role, demonstrating due diligence in highlighting prudent risk management strategies. This approach helps manage participant expectations and can mitigate potential claims that the Organizer failed to adequately inform participants about the financial risks associated with being underinsured for significant personal losses or vehicle damage.

- 4.3. Proof of Insurance:

- I agree to provide verifiable proof of the mandatory minimum Texas automobile liability insurance (e.g., a valid insurance identification card issued by the insurer, or a current policy declaration page specifically listing the Participating Vehicle and confirming coverage for August 22, 2026) to the Organizer or its designee no later than fourteen (14) calendar days prior to the Event date.

- I further agree that the Organizer reserves the right to inspect my proof of insurance at the official Event check-in or at any time during the Event, and I will make such proof readily available upon request.

- 4.4. No Representation by Organizer Regarding Insurance:

- I acknowledge and agree that the Organizer, its officers, directors, employees, agents, and representatives are not insurance brokers or advisors and make no representations, warranties, or guarantees whatsoever regarding the suitability, adequacy, scope, or enforceability of any insurance policy I may have or obtain. I am solely responsible for consulting with my own qualified insurance advisors to determine the appropriate types and levels of coverage for my participation in the Agave Run.

- The Organizer is not an insurer and does not provide any insurance coverage to Participants for any risks associated with the Event.

- 4.5. Consequences of Non-Compliance with Insurance Requirements:

- I understand and agree that my failure to provide satisfactory proof of the mandatory minimum Texas automobile liability insurance by the specified

deadline, or my inability to produce such proof upon request at Event check-in or during the Event, may, at the Organizer's sole and absolute discretion, result in my being denied participation in, or being removed from, the Agave Run. In such an event, I will not be entitled to any refund of the Entry Fee or any other payments made to the Organizer, nor will the Organizer be liable for any other costs or expenses I may have incurred.

- 4.6. Disclosure to Insurers:

- I warrant that I have already informed, or will promptly inform, my automobile insurance provider(s) and any other relevant insurers of my intended participation in the Agave Run, describing the nature of the Event, to ensure that my insurance policy(ies) will remain valid and provide coverage for my participation. I acknowledge that failure to make such disclosure to my insurer(s) regarding my participation in an event like the Agave Run could potentially invalidate my insurance coverage for any claims arising during the Event. This obligation to inform insurers is critical, as standard personal auto insurance policies may contain exclusions or limitations for activities perceived as rallies, high-risk driving, or organized motoring events. By placing this responsibility on the Participant, the Organizer mitigates risks associated with Participants inadvertently voiding their own coverage, thereby protecting not only the Participant but also other road users and the Organizer itself from the consequences of an uninsured loss.

5. Release of Liability, Waiver of Claims, and Covenant Not to Sue

THIS IS A CRITICAL RELEASE OF LEGAL RIGHTS. READ CAREFULLY AND IN ITS ENTIRETY. THIS SECTION MUST BE CONSPICUOUS AND IS INTENDED TO COMPLY WITH THE TEXAS "FAIR NOTICE" REQUIREMENTS, INCLUDING THE "EXPRESS NEGLIGENCE" DOCTRINE.

- 5.1. GENERAL RELEASE AND WAIVER OF ALL CLAIMS: IN CONSIDERATION OF THE ORGANIZER PERMITTING ME TO

PARTICIPATE IN THE AGAVE RUN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, I, THE PARTICIPANT, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, INSURERS, AND NEXT OF KIN, DO HEREBY FULLY, FINALLY, AND FOREVER WAIVE, RELEASE, RELINQUISH, AND DISCHARGE, ITS PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, VOLUNTEERS, CONTRACTORS, SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND ANY EVENT SPONSORS, OFFICIALS, PROMOTERS, VENUE OWNERS/OPERATORS, AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE AGAVE RUN (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), SUITS, DEBTS, LIENS, CONTRACTS, AGREEMENTS, OBLIGATIONS, PROMISES, LIABILITIES, DAMAGES (INCLUDING ACTUAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES), LOSSES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS) OF ANY KIND, NATURE, OR DESCRIPTION WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, FIXED OR CONTINGENT, WHICH I EVER HAD, NOW HAVE, OR MAY HEREAFTER HAVE OR ACCRUE TO ME, ARISING OUT OF, OR IN ANY WAY DIRECTLY OR INDIRECTLY CONNECTED WITH, MY APPLICATION FOR, PREPARATION FOR, ATTENDANCE AT, TRAVEL TO OR FROM, OR PARTICIPATION IN THE AGAVE RUN, OR ANY ACTIVITIES ASSOCIATED THEREWITH. THIS COMPREHENSIVE RELEASE AND WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS FOR: PERSONAL INJURY (INCLUDING MINOR INJURIES, SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS, OR DEATH); PROPERTY DAMAGE OR LOSS (INCLUDING TO THE PARTICIPATING VEHICLE OR ITS CONTENTS); ECONOMIC LOSS; BREACH OF EXPRESS OR IMPLIED

CONTRACT; BREACH OF WARRANTY; LOST WAGES OR EARNING CAPACITY; PAIN AND SUFFERING (PHYSICAL OR MENTAL); EMOTIONAL DISTRESS; LOSS OF CONSORTIUM; MEDICAL EXPENSES; CONTRIBUTION INDEMNITY; COMMON LAW INDEMNITY; AND ANY OTHER LEGALLY RECOGNIZABLE CLAIM OR CAUSE OF ACTION. The breadth of this release, encompassing "any and all claims" coupled with a specific, illustrative list of claim types, is designed to maximize its protective scope under Texas law, which values clarity and unambiguity in such waivers. The inclusion of language such as "known or unknown, foreseen or unforeseen" addresses the potential for claims that are not immediately apparent at the time of signing.

- 5.2. RELEASE OF LIABILITY FOR NEGLIGENCE: I, THE PARTICIPANT, EXPRESSLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE FOREGOING RELEASE AND WAIVER OF LIABILITY (AS SET FORTH IN SECTION 5.1 AND THROUGHOUT THIS AGREEMENT) IS INTENDED TO AND DOES EXPRESSLY RELEASE, WAIVE, AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR THEIR OWN NEGLIGENCE OR CARELESSNESS, WHETHER SUCH NEGLIGENCE IS ACTIVE OR PASSIVE, AND INCLUDES ACTS OF OMISSION AS WELL AS ACTS OF COMMISSION, TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS. I UNDERSTAND THAT "NEGLIGENCE" MEANS THE FAILURE TO USE ORDINARY CARE, THAT IS, FAILING TO DO THAT WHICH A PERSON OF ORDINARY PRUDENCE WOULD HAVE DONE UNDER THE SAME OR SIMILAR CIRCUMSTANCES, OR DOING THAT WHICH A PERSON OF ORDINARY PRUDENCE WOULD NOT HAVE DONE UNDER THE SAME OR SIMILAR CIRCUMSTANCES. BY AGREEING TO THIS PROVISION, I AM KNOWINGLY AND VOLUNTARILY RELEASING THE RELEASED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENT CONDUCT THAT MAY CAUSE OR CONTRIBUTE TO MY INJURY, DEATH, OR PROPERTY DAMAGE DURING OR IN CONNECTION WITH THE AGAVE RUN. THIS EXPRESS NEGLIGENCE RELEASE IS A MATERIAL PART OF THE CONSIDERATION FOR MY PERMITTED PARTICIPATION IN THE EVENT. This clause is of paramount importance. Texas law strictly

enforces the "Express Negligence Doctrine," which mandates that a party seeking to be released from liability for its own negligence must express that intent in clear, unambiguous, and conspicuous terms within the four corners of the contract. Failure to meet these stringent requirements renders the waiver ineffective against claims of the Organizer's own ordinary negligence. The language used here is specifically drafted to satisfy this doctrine.

- 5.3. LIMITATION FOR NON-WAIVABLE CLAIMS, INCLUDING GROSS NEGLIGENCE: NOTHING IN THIS AGREEMENT IS INTENDED TO RELEASE, WAIVE, OR LIMIT ANY CLAIM THAT CANNOT BE RELEASED, WAIVED, OR LIMITED UNDER APPLICABLE TEXAS LAW, INCLUDING CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL MISCONDUCT TO THE EXTENT SUCH CLAIMS ARE NOT WAIVABLE. I understand that "gross negligence" under Texas law means conduct that involves an extreme degree of risk and actual, subjective awareness of that risk, followed by conscious indifference to the rights, safety, or welfare of others. This limitation does not narrow or affect my release of claims for ordinary negligence to the fullest extent permitted by Texas law, my assumption of the inherent risks of the Event, my release of claims arising from my own conduct or the conduct of other participants or third parties, or my indemnity obligations for claims, losses, fines, damages, or expenses arising from my own acts, omissions, route selection, vehicle, passengers, or violation of law.

- 5.4. COVENANT NOT TO SUE: I, THE

PARTICIPANT, HEREBY AGREE AND COVENANT, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, INSURERS, AND NEXT OF KIN, NEVER TO INSTITUTE, FILE, PROSECUTE, MAINTAIN, OR IN ANY WAY AID, ASSIST, OR ENCOURAGE THE PROSECUTION OF ANY CLAIM, DEMAND, ACTION, SUIT, OR CAUSE OF ACTION OF ANY KIND WHATSOEVER (WHETHER AT LAW OR IN EQUITY) AGAINST ANY OF THE RELEASED PARTIES IN ANY COURT OF LAW OR EQUITY, OR BEFORE ANY ADMINISTRATIVE AGENCY OR TRIBUNAL, ARISING FROM, RELATED TO, OR IN ANY WAY CONNECTED WITH MY APPLICATION FOR, PREPARATION FOR, ATTENDANCE AT, TRAVEL TO OR FROM, OR PARTICIPATION IN THE AGAVE RUN, OR ANY ACTIVITIES ASSOCIATED THEREWITH. This covenant not to sue provides an additional layer of legal protection. While a release aims to extinguish a legal claim, a covenant not to sue is a contractual promise not to initiate legal proceedings. If a Participant breaches this covenant by filing a lawsuit covered by this provision, the Organizer may have grounds for a counterclaim for breach of contract, potentially recovering legal costs incurred in defending against the prohibited suit. This serves as both a deterrent and an additional legal remedy.

- 5.5. Scope of Release:

- This Release of Liability, Waiver of Claims, and Covenant Not to Sue applies to all claims, liabilities, damages, losses, and causes of action, whether arising before, during, or after the actual dates of the Agave Run, provided they are connected to my involvement with the Event.
- This release is intended to be as broad, comprehensive, and inclusive as permitted by the laws of the State of Texas.

6. Indemnification by Participant

THIS SECTION CONTAINS AN IMPORTANT INDEMNIFICATION OBLIGATION. READ CAREFULLY.

- 6.1. AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS: I, THE PARTICIPANT, HEREBY AGREE TO FULLY AND

UNCONDITIONALLY DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES (AS DEFINED IN SECTION 5.1 ABOVE) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS (INCLUDING CLAIMS FOR CONTRIBUTION OR INDEMNITY), LIABILITIES, DAMAGES (INCLUDING ACTUAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, AND EXEMPLARY DAMAGES), LOSSES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, COSTS, AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, AND ALL OTHER LITIGATION OR DEFENSE COSTS) THAT MAY BE ASSERTED OR BROUGHT BY ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, OTHER EVENT PARTICIPANTS, MY PASSENGERS, SPECTATORS, MEMBERS OF THE GENERAL PUBLIC, GOVERNMENTAL ENTITIES, OR ANY OTHER PERSON OR ENTITY) AGAINST ANY OF THE RELEASED PARTIES, TO THE EXTENT THAT SUCH CLAIMS, DEMANDS, ACTIONS, ETC., ARISE OUT OF, ARE INCIDENT TO, RESULT FROM, OR ARE IN ANY WAY CONNECTED WITH:

- (A) MY ACTIONS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT BEFORE, DURING, OR

AFTER THE AGAVE RUN;

- **(B) MY OPERATION OR USE OF THE PARTICIPATING VEHICLE OR ANY**

OTHER VEHICLE IN CONNECTION WITH THE EVENT;

- **(C) MY VIOLATION OF ANY APPLICABLE FEDERAL, STATE, OR LOCAL**

LAW, STATUTE, ORDINANCE, RULE, OR REGULATION;

- (D) MY BREACH OF ANY TERM, CONDITION, COVENANT,

REPRESENTATION, OR WARRANTY CONTAINED IN THIS AGREEMENT; OR

- **(E) ANY INJURY, DEATH, OR DAMAGE CAUSED BY ME OR MY VEHICLE TO**

ANY THIRD PARTY OR THEIR PROPERTY. MY DUTY TO DEFEND THE

RELEASED PARTIES MEANS THAT I WILL, UPON DEMAND FROM ANY

RELEASED PARTY, ASSUME THE DEFENSE OF ANY SUCH CLAIM USING

LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE RELEASED PARTY,

AND I WILL PAY ALL COSTS ASSOCIATED WITH SUCH DEFENSE. MY DUTY

TO INDEMNIFY MEANS THAT I WILL PAY ANY JUDGMENT, SETTLEMENT

AMOUNT, OR OTHER LIABILITY INCURRED BY THE RELEASED PARTIES AS

A RESULT OF SUCH CLAIMS. THIS INDEMNIFICATION OBLIGATION SHALL

SURVIVE THE TERMINATION, EXPIRATION, OR CONCLUSION OF THE

AGAVE RUN AND THIS AGREEMENT. This indemnification clause is distinct

from the release of liability. While the release protects the Organizer from

claims initiated by the Participant, this indemnity clause protects the

Organizer from claims initiated by third parties that arise due to the

Participant's conduct. For instance, if a Participant causes an accident

that injures a member of the public, and that injured third party sues the

Organizer, this clause contractually obligates the Participant to cover the

Organizer's legal defense costs and any resulting judgment or settlement.

The inclusion of a "duty to defend" is significant as it typically requires the

indemnifying party (the Participant) to cover defense costs from the

outset of a claim, rather than merely reimbursing after its resolution. This

provision is a critical financial safeguard for the Organizer against the

consequences of a Participant's wrongful acts or omissions.

7. Event Rules and Conduct

My participation in the Agave Run is strictly conditioned upon my adherence to the following rules and standards of conduct:

- 7.1. No Competition or Reckless Driving:

- I reiterate my understanding that the Agave Run is NOT a race, speed contest, or competition of any kind. I agree not to engage in any form of competitive driving with other participants or any other road users.
- I agree to refrain from any form of racing, excessive speeding (i.e., driving at speeds that are unlawful or imprudent for the prevailing conditions), aggressive driving maneuvers, tailgating, weaving through traffic, stunting, burnouts, or any other behavior that could be construed as reckless, careless, or that endangers myself, other participants, Organizer staff, or the general public.

- 7.2. Adherence to Texas Law:

- I agree to strictly adhere to all applicable traffic laws, signals, signs, speed limits, and regulations of the State of Texas and any local jurisdictions through which the Event passes. This is a paramount and non-negotiable requirement.

- 7.3. Alcohol and Substance Abuse:

- There is a zero-tolerance policy for driving under the influence of alcohol or any illegal drugs, controlled substances, or any other substances (including certain prescription or over-the-counter medications) that may impair my ability to operate a motor vehicle safely.
- I consent to the Organizer or its designees conducting breathalyzer tests or other reasonable measures to assess impairment if there is a reasonable suspicion that I am under the influence. My refusal to submit to such a test upon request may result in my immediate removal from the Event without refund.
- The consumption of alcoholic beverages while operating the Participating Vehicle, or by any occupant of the Participating Vehicle while it is in

operation, is strictly prohibited.

- 7.4. Vehicle Usage:

- I agree that my participation in the Event will be solely in the Participating Vehicle that was declared on my official Entry Form or otherwise approved in writing by the Organizer. Any proposed change to the Participating Vehicle requires the prior written consent of the Organizer, which may be withheld at its sole discretion.

- I agree that no unauthorized passengers will be permitted in the Participating Vehicle during any official driving portions of the Event. Only individuals who are registered participants (i.e., the named driver and any officially registered co-driver, if applicable) are permitted.

- 7.5. Decals and Sponsorship:

- I agree to permit the Organizer or its nominees to apply official "Agave Run" decals, which may include logos of the Event and its official sponsors, to the Participating Vehicle. I agree to maintain these decals in good condition and clearly visible on the Participating Vehicle for the entire duration of the Event.

- I understand that these decals are designed to be removable, and I agree that the Organizer is not liable for any minor damage that may allegedly result from the application or removal of such decals.

- If I wish to display any personal sponsorship branding on the Participating Vehicle, I must obtain the prior written consent of the Organizer at least thirty (30) days before the Event. Any approved personal sponsorship branding must not, in the Organizer's sole opinion, conflict or compete with the Event's official sponsors. The Organizer reserves the right to dictate the size, number, and placement of any such approved personal branding.

- I agree that any unauthorized branding or sponsorship displayed on the Participating Vehicle will be removed immediately at my expense. Failure to comply may result in denial of participation or removal from the Event

without refund.

- 7.6. Conduct and Responsibility:

- I agree to conduct myself in an appropriate, courteous, and respectful manner at all times towards other participants, Organizer staff and volunteers, staff at any venues visited (if applicable), and members of the general public.

- I acknowledge and agree that I am solely responsible for any and all damage I or my Participating Vehicle may cause to any third-party property, including but not limited to hotel property, venue property, or the property of other individuals. I am also solely responsible for all personal expenses incurred during the Event, including but not limited to fuel, tolls, fines for traffic or parking violations, vehicle repair costs, and personal incidentals.

- 7.7. Organizer's Right to Remove Participant:

- I acknowledge and agree that the Organizer reserves the sole, absolute, and unfettered right to immediately prohibit my further participation in, or remove me from, the Agave Run, at any time and without any prior notice, refund, or compensation, if I breach any of these terms and conditions, violate any applicable laws, engage in any unsafe or reckless conduct, or if my behavior is deemed by the Organizer, in its sole discretion, to be detrimental to the safety, reputation, or orderly conduct of the Event, its participants, or its sponsors. This broad discretionary power is essential for the Organizer to maintain control over the Event, enforce safety standards, and address any conduct that could jeopardize the Event or its participants. It serves as a critical mechanism for on-the-ground management and risk mitigation in a high-stakes environment.

- 7.8. Meeting Point, Destination, and Participant-Selected Travel: I ACKNOWLEDGE AND AGREE THAT THE ORGANIZER MAY IDENTIFY AN OFFICIAL MEET POINT, DESTINATION, CHECK-IN TIME, DEPARTURE WINDOW, OR EVENT GATHERING LOCATION, BUT THE ORGANIZER DOES NOT PRESCRIBE, CONTROL, SUPERVISE, POLICE, OR REQUIRE ANY SPECIFIC ROUTE, SPEED, PACE, MANEUVER, STOP, OR DRIVING DECISION BETWEEN THOSE POINTS. I am solely responsible for selecting my route, obeying all traffic and parking laws, driving safely and soberly, maintaining proper insurance, determining whether road, weather, traffic, vehicle, or personal conditions make travel unsafe, and deciding whether to continue, pause, reroute,

or withdraw from travel at any time. I understand that any route suggestion, map reference, caravan movement, group departure, social media post, timing estimate, or communication from the Organizer is informational only and does not create a duty for the Organizer to plan, supervise, monitor, escort, or make safe my driving or route choices. I release and agree to indemnify the Released Parties for claims, losses, fines, citations, impound fees, property damage, personal injury, death, or other expenses arising from my driving conduct, route choice, speed, traffic violation, vehicle condition, passenger conduct, or interactions with other motorists, pedestrians, law enforcement, roads, or third parties.

- 7.9. Vehicle Inspection Rights:

- I HEREBY GRANT THE ORGANIZER AND ITS DESIGNATED REPRESENTATIVES THE RIGHT TO INSPECT THE PARTICIPATING VEHICLE AT ANY TIME BEFORE OR DURING THE AGAVE RUN, WITH OR WITHOUT PRIOR NOTICE, TO VERIFY COMPLIANCE WITH THE VEHICLE ROADWORTHINESS AND SAFETY REQUIREMENTS OUTLINED IN SECTION 3.3, AS WELL AS ANY OTHER REQUIREMENTS COMMUNICATED BY THE ORGANIZER. Such inspections may include, but are not limited to, visual examinations of the vehicle's exterior and interior, tire condition, lights and signals, safety equipment, and basic mechanical components, as well as verification of registration and insurance documentation.

- I understand and agree that these inspections are conducted at the Organizer's discretion and do not constitute a certification of the vehicle's safety or roadworthiness, nor do they create any duty on the part of the Organizer to identify all potential defects or safety issues.

- I acknowledge that if the Organizer identifies any condition that, in its sole judgment, renders the Participating Vehicle unsafe, illegal, or otherwise unsuitable for the Event, the Organizer may:

- Require me to address the issue immediately as a condition of continued participation;
- Temporarily suspend my participation until the issue is resolved; or
- Remove me from the Event entirely without refund if the issue cannot be adequately resolved or if I refuse to address it.

8. Image Rights, Media, and Publicity

- 8.1. By participating in the Event you consent to be photographed and to be included in the filming of footage documenting the Event. You hereby waive any

and all rights of publicity or privacy and grant the Organiser a royalty-free license to utilise and exploit your appearance in the Event in any and all manner and media throughout the world in perpetuity. You further agree that the Organiser has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser does use such photographs or footage, it may be edited at the Organiser's sole discretion. You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. You expressly release the Organiser, its directors, officers, agents, employees, consultants, licensees and assignees from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

- 8.2. Personal Filming

- You are entitled to take photographs and film footage of your participation in the Event for non-commercial purposes only (that is for personal and private use only).
- You are not entitled to reproduce or use photographs or footage of the Event on any website for a commercial purpose, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser.
- In all circumstances (both commercial and non-commercial) you agree not to photograph, record, reproduce, publicise digitally or in printed media any road traffic accidents, which may occur during the Event.

- 8.3. Media Appearances

- You shall not be entitled to arrange or conduct any media appearances or make statements to the press relating to your participation in the Event without obtaining the prior written consent of the Organiser.
- In the event that any press statements or media appearances are issued

or required in any way in connection with your participation in the Event, you will cooperate fully with the Organiser in such activities.

- 8.4. Social Media and Online Content:

- I acknowledge that any content I post on social media platforms or other online outlets related to the Agave Run is subject to the following restrictions:

- I WILL NOT post, share, or distribute content depicting, describing, or referencing any traffic violations, accidents, near-misses, reckless driving, or illegal activities occurring during the Event, whether involving myself or others.

- I WILL NOT post content that falsely portrays the Agave Run as a race, competition, or speed trial, or that otherwise misrepresents the nature of the Event.

- I WILL NOT post content that could bring the Event, its organizers, sponsors, or other participants into disrepute.

- I agree to promptly remove any content that the Organizer, in its sole discretion, deems inappropriate or in violation of these guidelines.

- I acknowledge that failure to comply with these social media guidelines may result in my immediate removal from the Event without refund and may impact my eligibility for participation in future events organized by the Organizer.

- 8.5. Intellectual Property Rights:

- I acknowledge and agree that all intellectual property rights associated with the Agave Run, including but not limited to the name "Agave Run," the Event logo, distinctive branding elements, marketing materials, and official photographs or recordings, are the exclusive property of the Organizer.

- I understand that my participation in the Event does not grant me any ownership interest or license to use the Organizer's intellectual property for any commercial purpose without prior written consent from the

Organizer.

- I may use the Event name "Agave Run" solely for the purpose of factually stating my participation in the Event in personal communications, social media, or resumés, but I may not use it in any way that suggests endorsement, sponsorship, or affiliation with the Organizer beyond my role as a participant.

- I will not attempt to register or claim ownership of any trademarks, service marks, domain names, social media handles, or other identifiers that are identical or confusingly similar to the Organizer's intellectual property.

9. Data Protection and Privacy

- 9.1. Collection and Use of Personal Data:

- I acknowledge and consent that the Organizer will collect, process, store, and use certain personal data and information that I provide in connection with my application for and participation in the Agave Run.

This personal data may include, but is not limited to, my full name, contact details (address, email, phone number), date of birth, driver's license information, vehicle details (make, model, registration), insurance information, payment information, emergency contact details, and any photographs or videos in which I appear.

- I understand that this personal data will be used by the Organizer for legitimate business purposes, including but not limited to: processing my entry application; organizing and managing the Agave Run; communicating with me regarding the Event; ensuring the safety and security of participants and the Event; verifying compliance with Event rules and legal requirements; providing information to emergency services if necessary; and for marketing and promotional activities related to current or future events (subject to any opt-out rights I may have under applicable law or the Organizer's Privacy Policy).

- If the Organizer has a separate Privacy Policy for the Agave Run, I

acknowledge that I have been provided with access to it (e.g., via the Event website) and agree that my data will be handled in accordance with that policy. The establishment of clear guidelines for data collection and use, ideally through a comprehensive Privacy Policy, is important for legal compliance and for fostering transparency with participants regarding how their personal information is managed.

- 9.2. Sharing of Personal Data:

- I consent to the Organizer sharing my personal data with third-party service providers, contractors, or agents as may be reasonably necessary to facilitate the organization and execution of the Agave Run. Such third parties may include, for example, payment processing companies, decal installers, emergency medical service providers (if an incident occurs), and potentially official Event sponsors (for marketing purposes, only if I have provided separate consent for such sharing, where required by law).

- I also consent to the Organizer sharing my personal data as required by law, regulation, legal process, or governmental request (e.g., with law enforcement agencies in the event of an accident or violation of law). The Organizer will endeavor to ensure that any third parties with whom it shares personal data are subject to appropriate confidentiality and data protection obligations.

10. Force Majeure

- 10.1. Event Cancellation, Postponement, or Alteration due to Force Majeure:

- I acknowledge and agree that the Organizer shall not be deemed in breach of this Agreement or otherwise liable to me for any failure or delay in performing its obligations hereunder, including but not limited to the holding, alteration, postponement, or cancellation of the Agave Run, if such failure or delay is caused by or results from acts, events, or circumstances beyond the Organizer's reasonable control (hereinafter referred to as "Force Majeure Events"). Force Majeure Events shall include, but are not limited to: acts of God (such as, but not limited to, extreme

weather conditions including hurricanes, tornadoes, floods, wildfires, earthquakes, or lightning); war (declared or undeclared), invasion, acts of foreign enemies, hostilities; terrorism, sabotage, or piracy; civil war, rebellion, revolution, insurrection, riots, civil commotion, or usurpation of power; strikes, lockouts, or other industrial disputes (other than those involving the Organizer's own employees); epidemics, pandemics (including any resurgence or mutation thereof, as declared by the World Health Organization or relevant national/state health authorities), or public health crises; government orders, laws, regulations, restrictions, or actions (including road closures, travel bans, or prohibitions on public gatherings); actions by law enforcement authorities; failure of public utilities or transportation networks; fire; or any other cause or event beyond the Organizer's reasonable control that renders performance of its obligations impossible, illegal, or genuinely unsafe.

- 10.2. No Refund or Compensation in Case of Force Majeure:

- I EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF THE CANCELLATION, POSTPONEMENT, OR SIGNIFICANT ALTERATION OF THE AGAVE RUN DUE TO A FORCE MAJEURE EVENT (AS DEFINED ABOVE), I WILL NOT BE ENTITLED TO A REFUND OF MY ENTRY FEE OR ANY OTHER PAYMENTS MADE TO THE ORGANIZER IN CONNECTION WITH THE EVENT. FURTHERMORE, THE ORGANIZER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY OTHER COSTS, DAMAGES, LOSSES, OR EXPENSES THAT I MAY INCUR AS A RESULT OF SUCH CANCELLATION, POSTPONEMENT, OR ALTERATION, INCLUDING BUT NOT LIMITED TO COSTS ASSOCIATED WITH TRAVEL, ACCOMMODATION, VEHICLE PREPARATION, OR LOST OPPORTUNITIES. This provision is critical for the financial stability of the Event. Organizers typically incur substantial non-recoverable costs well in advance of an event. A clear Force Majeure clause, coupled with a no-refund policy for such circumstances, allocates the financial risk of uncontrollable external events to the Participant, who

may have the option to seek personal event cancellation insurance if such products are available and suitable for this type of activity. This must be unequivocally communicated to manage expectations.

11. Miscellaneous Provisions

- 11.1. Entire Agreement:

- This Agreement, including any official Entry Form and any separate Privacy Policy explicitly incorporated by reference, constitutes the entire understanding and agreement between myself (the Participant) and the Organizer with respect to my participation in the Agave Run. It supersedes all prior or contemporaneous discussions, negotiations, representations, warranties, and agreements, whether oral or written, between the parties concerning the subject matter hereof.

- 11.2. Severability:

- IF ANY TERM, PROVISION, COVENANT, OR CONDITION OF THIS AGREEMENT, OR ANY PART THEREOF, IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, VOID, OR UNENFORCEABLE FOR ANY REASON, SUCH INVALIDITY, ILLEGALITY, VOIDNESS, OR UNENFORCEABILITY SHALL NOT AFFECT, IMPAIR, OR INVALIDATE ANY OTHER TERM, PROVISION, COVENANT, OR CONDITION OF THIS AGREEMENT. THE REMAINDER OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE CONSTRUED AS IF SUCH INVALID, ILLEGAL, VOID, OR UNENFORCEABLE PROVISION (OR PART THEREOF) HAD NEVER BEEN CONTAINED HEREIN. FURTHERMORE, IF ANY COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY PROVISION OF THIS AGREEMENT (PARTICULARLY, BUT NOT LIMITED TO, THE SCOPE OF ANY RELEASE OF LIABILITY, WAIVER OF CLAIMS, COVENANT NOT TO SUE, OR INDEMNIFICATION OBLIGATION) IS OVERLY BROAD OR UNENFORCEABLE AS WRITTEN, THE PARTIES INTEND AND AGREE THAT SUCH COURT SHALL HAVE THE POWER TO MODIFY OR REFORM SUCH PROVISION TO THE MINIMUM EXTENT NECESSARY TO

RENDER IT VALID AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND THE AGREEMENT SHALL BE ENFORCED AS SO MODIFIED. A robust severability clause is of utmost importance, particularly given the complexities and potential legal challenges associated with waivers of liability, especially concerning gross negligence in Texas. This clause acts as a crucial safeguard, allowing the core protective elements of the Agreement (such as the release for ordinary negligence) to remain operative even if a specific part is struck down. The provision for judicial modification (often termed "blue-penciling") encourages a court to narrow an overbroad clause rather than invalidating it entirely, thereby preserving the Organizer's intended protections to the greatest lawful extent.

- 11.3. Governing Law and Jurisdiction:

- This Agreement, and all matters, disputes, or claims arising out of or relating to this Agreement, its subject matter, its formation (including any non-contractual disputes or claims), and my participation in the Agave Run, shall be governed by and construed in accordance with the internal laws 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) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

- I irrevocably agree that any legal suit, action, or proceeding arising out of or related to this Agreement or the Agave Run shall be brought exclusively in the state courts located in Hidalgo County, Texas, or, if federal subject-matter jurisdiction exists, in the United States District Court for the Southern District of Texas, McAllen Division. I hereby irrevocably and unconditionally consent and submit to the exclusive personal jurisdiction of such courts for the purpose of any such suit, action, or proceeding and waive any objection I may now or hereafter have to the laying of venue of any such suit, action, or proceeding in such courts, and further waive any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

- 11.4. No Assignment by Participant:

- My rights and obligations under this Agreement, including my right to participate in the Agave Run, are personal to me and may not be assigned, transferred, delegated, or subcontracted to any other person or entity without the prior express written consent of the Organizer. Any

attempted assignment, transfer, delegation, or subcontracting in violation of this provision shall be null and void and of no force or effect.

- 11.5. Amendments:

- This Agreement may only be amended, modified, or supplemented by a written instrument duly signed by both myself (the Participant) and an authorized representative of the Organizer. No oral modifications or waivers shall be effective.

- 11.6. No Waiver of Rights:

- The failure or delay by the Organizer to exercise or enforce any right, power, or privilege under this Agreement shall not operate as a waiver thereof. Nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Organizer must be in writing and signed by an authorized representative of the Organizer to be effective.

- 11.7. Headings:

- The headings and subheadings used in this Agreement are for convenience of reference only and shall not affect the interpretation, meaning, or construction of any provision of this Agreement.

- 11.8. Confidentiality:

- I agree to keep confidential and not disclose to any third party (other than my legal or insurance advisors on a need-to-know basis, or as strictly required by law or legal process) any details of any sensitive incidents occurring during or in connection with the Agave Run, including but not limited to any road traffic accidents, participant misconduct, or significant disputes, unless I have obtained the prior written consent of the Organizer to make such disclosure. This clause aims to facilitate controlled communication and manage the flow of information regarding potentially damaging occurrences, thereby protecting the reputation of the Event and its stakeholders.

- 11.9. Electronic Acceptance and Signature:

- I acknowledge and agree that my electronic signature or electronic acceptance of this Agreement (whether through a digital signature platform, online registration portal, checkbox acknowledgment, or email confirmation) shall have the same legal force and effect as a handwritten signature on a paper document. By electronically signing or accepting this Agreement, I confirm that I have read, understood, and agree to be bound by all terms and conditions contained herein.

- I further acknowledge that any electronic records of this Agreement maintained by the Organizer shall be considered original documents, admissible in judicial or administrative proceedings to the same extent as original paper documents.

- I understand that the Organizer may, at its sole discretion, require additional in-person verification of identity and handwritten signatures on a physical copy of this Agreement at the Event check-in, even if I have previously provided electronic acceptance.

- ONLINE APPLICATION SUBMISSION ACCEPTANCE: I acknowledge and agree that by submitting an Agave Run application through the official online application form, and by selecting the required driver and passenger waiver and terms acknowledgment checkboxes before submission, the driver and passenger, or the passenger's parent or legal guardian where applicable, are providing electronic signatures, electronic acceptance, and agreement to be legally bound by this Agreement, including all waivers, releases, assumption of risk provisions, indemnity obligations, terms, and conditions. I understand that each participant may view, download, and review this Agreement before submitting the application, and that the person submitting the application represents that each adult participant has personally reviewed and authorized the applicable acknowledgment.

- 11.10. Dispute Resolution Procedures:

- MANDATORY NOTIFICATION AND NEGOTIATION: As a condition precedent to commencing any legal action against the Organizer or any of the Released Parties, I agree to first provide written notice of any claim, dispute, or controversy arising out of or relating to this Agreement or my participation in the Agave Run. Such notice shall be delivered to 813 n main St STE 107, McAllen, Tx 78501 within thirty (30) days of the incident giving rise to the claim and shall include a detailed description of the claim and the relief sought. Within thirty (30) days of receipt of such notice, the parties shall meet and confer (in person, by telephone, or by

videoconference) in a good faith effort to resolve the dispute informally.

- MEDIATION: If the dispute cannot be resolved through direct negotiation, prior to initiating any legal action (except for injunctive relief to prevent immediate and irreparable harm), I agree to engage in mediation in Hidalgo County, Texas with a mutually agreeable professional mediator, with the costs of mediation to be shared equally between the parties. The mediation shall be scheduled within sixty (60) days of the conclusion of the negotiation period, unless otherwise agreed by the parties.

- ARBITRATION OPTION: If mediation is unsuccessful, the parties may mutually agree in writing to submit the dispute to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, with such arbitration to be conducted in Hidalgo County, Texas by a single arbitrator knowledgeable in the subject matter of the dispute. The costs of arbitration shall be allocated by the arbitrator.

- PRESERVATION OF JUDICIAL REMEDIES: If the parties do not mutually agree to arbitration following unsuccessful mediation, either party may proceed with litigation subject to the governing law and jurisdiction provisions set forth in Section 11.3.

- I UNDERSTAND THAT BY AGREEING TO THESE DISPUTE RESOLUTION PROCEDURES, I AM WAIVING CERTAIN RIGHTS AND ACCEPTING CERTAIN OBLIGATIONS REGARDING THE RESOLUTION OF DISPUTES. SPECIFICALLY, I UNDERSTAND THAT I AM AGREEING TO MAKE A GOOD FAITH ATTEMPT TO RESOLVE ANY DISPUTE BEFORE FILING SUIT.

12. Participant's Acknowledgment of Understanding and Voluntary Assent

BY SIGNING THIS AGREEMENT BELOW, I, THE UNDERSIGNED PARTICIPANT, HEREBY ACKNOWLEDGE, REPRESENT, COVENANT, AND WARRANT THAT:

- I AM AT LEAST TWENTY-ONE (21) YEARS OF AGE AS OF THE DATE OF SIGNING THIS AGREEMENT.

- I HAVE CAREFULLY AND THOROUGHLY READ THIS ENTIRE AGAVE RUN PARTICIPANT AGREEMENT, TERMS AND CONDITIONS, AND WAIVER OF

LIABILITY (COLLECTIVELY, THE "AGREEMENT") IN FULL BEFORE SIGNING IT.

- I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND THEIR LEGAL

CONSEQUENCES. I SPECIFICALLY ACKNOWLEDGE AND UNDERSTAND THE SECTIONS REGARDING: (A) THE DANGEROUS NATURE OF THE ACTIVITY AND THE ACKNOWLEDGMENT AND VOLUNTARY ASSUMPTION OF ALL RISKS (SECTION 2); (B) THE COMPREHENSIVE RELEASE OF LIABILITY AND WAIVER OF CLAIMS, INCLUDING THE EXPRESS RELEASE OF THE RELEASED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE AND, TO THE EXTENT PERMITTED BY LAW, THEIR GROSS NEGLIGENCE (SECTION 5); (C) THE COVENANT NOT TO SUE (SECTION 5.4); AND (D) MY OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES (SECTION 6).

- I CLEARLY UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP

SUBSTANTIAL LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MIGHT OTHERWISE HAVE TO SUE AND RECOVER DAMAGES FROM THE RELEASED PARTIES FOR LOSSES, DAMAGES, INJURIES, OR DEATH RESULTING FROM MY PARTICIPATION IN THE AGAVE RUN, EVEN IF SUCH LOSSES ARE CAUSED BY THE NEGLIGENCE OR (TO THE EXTENT PERMITTED BY LAW) GROSS NEGLIGENCE OF THE RELEASED PARTIES.

- I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO ASK ANY

QUESTIONS I MAY HAVE ABOUT THIS AGREEMENT AND TO SEEK INDEPENDENT LEGAL ADVICE FROM AN ATTORNEY OF MY CHOICE BEFORE SIGNING IT. IF I HAVE CHOSEN NOT TO SEEK SUCH ADVICE, I HAVE DONE SO VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE POTENTIAL CONSEQUENCES.

- I AM SIGNING THIS AGREEMENT FREELY, KNOWINGLY, INTELLIGENTLY, AND

VOLUNTARILY, AND NOT UNDER ANY INDUCEMENT, PRESSURE, COERCION, DURESS, OR UNDUE INFLUENCE FROM THE ORGANIZER OR ANY OTHER PERSON.

- I INTEND FOR THIS AGREEMENT TO BE A COMPLETE, UNCONDITIONAL, AND

TOTAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS. I AGREE THAT THIS AGREEMENT IS INTENDED

TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY SUCH LAWS.

- I AGREE TO BE FULLY BOUND BY ALL TERMS AND CONDITIONS OF THIS

AGREEMENT. This final affirmation section serves as a critical checkpoint, compelling the Participant to confirm their understanding and voluntary acceptance of the Agreement's most significant terms, particularly those involving the waiver of legal rights. Its conspicuous placement and explicit language are designed to satisfy the "fair notice" requirements under Texas law and to fortify the enforceability of the Agreement by making it exceedingly difficult for a Participant to subsequently claim lack of understanding or involuntary assent.

Participant Signature:

By signing below, the Participant(s) affirms their understanding of and agreement to all terms and conditions set forth in this Agave Run Participant(s) Agreement, Terms and Conditions, and Waiver of Liability.

Participant Signature (driver): _____ Date: _____

(MM/DD/YYYY)

Printed Full Legal Name of Participant (driver):

Participant Signature (passenger) or Legal Guardian's Signature:

_____ Date: _____ (MM/DD/YYYY)

Printed Full Legal Name of Participant (passenger) or Legal Guardian:
