Over The Edge Global

Release and Waiver of Liability, Assumption of Risk,

and Indemnity Agreement

Organization: Habitat for Humanity of St. Charles County

Property Owner: JDHQ Holdings LLC

Event Location: Embassy Suites by Hilton St. Louis St. Charles, Two Convention Center Plaza, Saint Charles,MO

Event Date: Sep. 19 - Sep. 20, 2025

Note: If this electronic waiver is not completed **at least two days before the event**, an additional signed release will be required on site.

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (this "Waiver") IS A LEGALLY BINDING EXPRESS STATEMENT OF ASSUMPTION OF RISK AND A RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. Please read this Waiver in its entirety, fill in all blanks and place your initials before each paragraph prior to signing.

In consideration of being permitted to participate in the Over the Edge Event (the "Event"), including, but not limited to, any and all climbing, rappelling, belaying and ascending rope activities, and any and all activities related thereto at the above-mentioned Over the Edge Event Site (collectively, the "Activities"), I hereby for myself, my spouse, children, heirs, and personal representatives, agree to the following terms and conditions:

1. I hereby forever release, waive and discharge each of the not-for-profit and property owner listed above, Over The Edge (USA) Inc. and Over The Edge (Canada) Inc. and each of their respective parents, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers,

attorneys, employees, volunteers, representatives, and assigns (collectively, the "Event Sponsors") from any and all claims, demands, and causes of action arising from or relating to my participation in the Activities, whether such claims, demands, and causes of action result from passive or active negligence or from some other cause. Initial Here: *

2. I UNDERSTAND THAT THE ACTIVITES ARE INHERENTLY DANGEROUS AND THAT I COULD BE RISKING SERIOUS INJURY OR DEATH, BY PARTICIPATING IN THE ACTIVITIES AND THAT MY PARTICIPATION IN THE ACTIVITIES IS ENTIRELY VOLUNTARY. I KNOW, UNDERSTAND, AND APPRECIATE THESE AND ALL OTHER RISKS THAT ARE INHERENT IN MY PARTICIPATION IN THE ACTIVITIES AND I HEREBY PERSONALLY ASSUME ALL SUCH RISKS, WHETHER FORESEEN OR UNFORESEEN. Initial Here: *

3. I hereby agree to fully indemnify and hold harmless the Event Sponsors from any and all claims, actions, suits, costs, losses, expenses, damages, and liabilities, including all reasonable attorney's fees and costs, incurred, brought, or threatened against the Event Sponsors in connection with my participation in the Activities. Initial Here: *

4. I hereby agree for myself, my spouse, children, heirs and personal representatives not to sue or institute any lawsuit or any other proceeding against the Event Sponsors or any other party in connection with my participation in the Activities or any matters released or rights waived in this Waiver. Initial Here: *

5. I agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which the event takes place. I agree that in the event that any clause or provision of this Waiver shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable and the parties specifically direct any such court to amend or revise this agreement so that the intention of the parties to eliminate or reduce the liability of the Event Sponsors is realized to the extent legally permissible. Initial Here: *

6. I understand that the Event Sponsors do not carry or maintain health, medical, or disability insurance coverage for me. Further, I hereby affirm that I carry and maintain medical insurance for my own benefit. Initial Here: *

7. I understand that Over the Edge has a weight requirement for all individuals participating in the Over The Edge rappelling event and hereby attest that I meet this requirement and weigh between 100 pounds and 300 pounds. Initial Here: *

8. I HAVE READ THIS WAIVER COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I

ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. Furthermore, I acknowledge that I have no physical limitations, conditions or disabilities of any kind whatsoever that would inhibit me from participating in the Activities. I affirm that I am in good mental and physical fitness for participation in the Activities, and that I am not under the influence of alcohol or any drugs. If I am taking medication, I affirm that I have seen a physician and have approval to participate in the Activities while under the influence of such medication. Further, I agree to follow all safety rules discussed with me by the Event Sponsors. I understand that the Event Sponsors are relying on this Waiver, and I agree to be legally bound by this Waiver. This Waiver shall be binding upon my spouse, children, heirs, and personal representatives. In entering this agreement, I am not relying upon any oral or written representations made by the Event Sponsors other than what is set forth in this Waiver. Initial Here: *

9. By participating in the Event at Over The Edge Event Site, I consent and allow the use of my name and likeness by the Event Sponsors in conjunction with publicity and marketing regarding the Event and similar events and for each such organization's own publicity and marketing activities. This consent is given in consideration of the participant's participation in the event. Initial Here: *

10. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in this Over The Edge event, you voluntarily assume all risks related to exposure to COVID-19. Initial Here: *