

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in a storm chasing tour scheduled for (tour date) provided for the purpose of encountering severe weather, such as tornados, high winds, rain, hail, severe thunderstorms, lightning, (the "Activity") which is being offered by USA Tornado Tours (herein after called Company), LLC, an Oklahoma Limited Liability Company, located at 2225 NW 195th St. Edmond, 73012 (the "Company").

I am over the age of eighteen (18) years of age, am of sound mind and I, for myself and on behalf of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors, assigns, and/or next of kin (collectively "**Releasing Party**") enter into this Release for good and valuable consideration including, the receipt and sufficiency of which are hereby acknowledged. Such consideration may include but is not limited to, my ability to participate in the Activity and services provided by the Company including, without limitation, driving, traveling, tracking storms, boarding, dining, observing and/or filming storms. In consideration of being permitted by the Company to participate in the Activity and/or the intangible value that I will gain by participating in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this "Release".

I understand that the Activity is extremely dangerous. I have elected to participate in this activity of my own free will for recreational purposes. I am paying the Company to take me on a storm-chasing tour, as that phrase is understood in the 2024 Prairie Tours Tour Agreement I have signed in conjunction with this Agreement. I have agreed to pay the Company to take me on the storm-chasing tour because they are skilled in locating storms. I understand and acknowledge that due to the nature of the Activity and the unpredictability of weather events, such as those I anticipate encountering during the Activity, the Company cannot guarantee my safety. I understand that I could die as a result of participating in the tour outlined and described in the brochures and in the tour agreement. I could be injured or killed while participating in the Activity, while observing a storm, while eating a meal while on tour, while sleeping in my room during the course of the tour, or any number of ways. Despite these risks, I choose to go on this tour because it is fun, exciting and educational, among other reasons.

I acknowledge that storm chasing and affiliated activities are extremely hazardous and dangerous and involve inherent elements of risk of serious injury, illness, death, and/or property damage and/or loss. I understand the risks and hazards and dangers may include, without limitation, hydroplaning, traffic accidents, flying objects, hail, wind (tornadic or otherwise), lightning, floods, and emotional distress and mental trauma from exposure to severe storm damage and victims. The Activities also include, without limitation, the risk of loss of personal property from the vehicle, variable and treacherous road surfaces and conditions, biting insects, spiders, and reptiles and other dangers. I understand and agree this Release constitutes an express and contractual assumption of all risks and dangers associated with the Activities whether or not state herein. I understand, acknowledge and affirm, that it is my responsibility to be aware of the risks associated with the Activity and I have not relied on the Company, this Release, or any other document from the Company to inform be of the dangers associated therewith. Any information, warning, or statement regarding the dangers associated with the Activity made herein

or by the Company at any time shall serve only to increase my informed consent to this Release. I agree that nothing in this Release shall be interpreted to create any obligation on the part of the Company with regard to my safety, the Activity, or the nature or quality of services provided during the Activity.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS EXTREMELY DANGEROUS AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM [MY PARTICIPATION IN] THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release extends to all claims for gross negligence, willful misconduct, or any other liabilities up to the fullest extent permissible for me to limit and/or waive the same under applicable law.

I hereby acknowledge and affirm that prior to entering into this Release, the Company reviewed the terms of this Release with me and thoroughly explained the risks associated with the Activity. I was given the opportunity to review this Release for at least thirty (30) days prior to engaging in the Activity, and I was advised to consult with a medical practitioner and legal counsel prior to engaging in the Activity. I affirm that I have read and understand the terms of this Release and I enter into this agreement willfully and voluntarily.

If, prior to beginning your USA Tornado Tours Activity, You are unable or no longer wish to participate in the Activity, USA Tornado Tours will provide a refund of all Fees already paid by You associated with your participation Activity, except USA Tornado Tours will NOT be required to refund its Costs associated with your participation in the Activity. "Costs" include, but are not limited to, a \$750.00 non-refundable deposit, any third-party hotel expenses incurred on Your behalf, and any other expenses related to your participation or in the Activity or subsequent cancelation thereof. No refund, partial or otherwise, will be provided if you elect to participate in any part of the Activity. Due to the variable nature of the Activity, Your participation is at your own risk, and subject to change. USA Tornado Tours makes no promise, representation, or warranty with regard to the nature, scope or content of the Activity, any promises, representations

or warranties with regard thereto are hereby expressly disclaimed. USA Tornado Tours will not be liable to refund any payments in the event your expectations for the Activity are not met.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the negligence of the Company.

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.

ARBITRATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN THE EVENT THAT A DISPUTE OCCURS OR AN ACTION IN LAW OR EQUITY ARISES OUT OF THE OPERATION, CONSTRUCTION, OR INTERPRETATION OF THIS AGREEMENT, SUCH CLAIM OR CONTROVERSY OR BREACH OF THIS AGREEMENT OR NEGLIGENCE CLAIMS OR OTHER CLAIMS ARISING OUT OF RELEASED PARTY'S PARTICIPATION IN THE TOUR OR ASSOCIATED ACTIVITIES ENABLED BY THIS AGREEMENT, WILL BE SETTLED BY ARBITRATION IN OKLAHOMA COUNTY, OKLAHOMA IN ACCORDANCE WITH THE OKLAHOMA ARBITRATION ACT, TITLE 12 OKLA.STAT. CHAP.38(B) § 1851 – 1881; AND NOT BY OR IN A COURT OF LAW, AND THE PROCEDURAL RULES THEN PROGMULGATED BY THE AMERICAN ARBITRATION ASSOCIATED SHALL APPLY. AN ARBITRATION JUDGMENT, WHICH MAY INCLUDE REASONABLE ATTONREY'S FEES, EXPERT FEES AND OTHER COSTS OF ARBITRATION, AND UPON RECEIVING ANY AWARD FROM ARBITRATION, THE AWARD RENDERED MAY BE ENTERED IN ANY COURT POSSESSING JURISDICTION TO ENTER AND ENFORCE ARBITRATION AWARDS COMPANY WILL INITIALLY PAY ALL OF THE EXPENSES AND FEES OF THE ARBITRATOR AND ADMINSTRATIVE FEES. THE ARBITRATOR HAS THE DISCRETION TO APPORTION ALL SUCH EXPENSES AND FEES AS THE ARBITER DEEMS APPROPRIATE.

WAIVER OF JURY TRIAL. THE PARTIES FURTHER AGREE AND HEREBY WAIVE AND RELEASE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THE INTERPRETATION, ENFORCEMENT OR BREACH OF THIS AGREEMENT, ANY CLAIM OF NEGLIGENCE OR OTHER CLAIMS BASED ON PARTICIPATION IN ACTIVITIES ENABLED BY THIS AGREEMENT OR ANY ARBITRATION PROVISION.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. It is the intention of the parties that if any provision is held to be illegal, invalid, overly broad or unenforceable, there will be added in lieu thereof a provision as similar to such provision as possible to be legal, valid, and enforceable and the agreement will be deemed modified so as to be applied to the fullest extent permitted by applicable law. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. I represent and warrant that I have the full, complete and unrestricted right, power and authority to enter into this agreement, to waive and release all matters stated therein, expressly assume all risks and dangers associated with the Activities, agree to indemnify the Released Parties as stated herein, and the grants the rights set forth herein. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Oklahoma County, Oklahoma, USA and I hereby consent to the exclusive jurisdiction of such courts.

I HAVE COMPLETELY READ THIS AGREEMENT FULLY, AND UNDERSTAND IT'S TERMS, AND I UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Remainder of Page Intentionally Blank Signature Page Follows.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the _____ day of _____, 20____.

Signature of Releasing Party

Date of Birth

Printed Name

Address

The Releasing Party is personally known to me and I believe the principal to be of sound mind. I am eighteen (18) years of age or older. The principal has declared to me that this instrument is their Release of Liability and Assumption of Risk and that they have willingly made and executed it as their free and voluntary act for the purposes herein expressed.

Witness

Witness

Witness Address

Witness Address

[illegible]

Before me, the undersigned authority, on this ____ day of _____, 20____, personally appeared _____ (Printed name of Releasing Party), _____ (Printed Name of Witness), and _____ (Printed Name of Witness), whose names are subscribed to the foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the principal declared to me and to the said witnesses in my presence that the instrument is the principal's Release of Liability and Assumption of Risk, and that the principal has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein expressed, and the witnesses declared to me that they were each eighteen (18) years of age or over, and that neither of them is related to the principal by blood or marriage, or related to the Agent by blood or marriage.

Notary Public

Initials of Releasing Party