

**LIABILITY WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
(FOR DEALER AWARDS PROGRAM PARTICIPATING CUSTOMERS AND THEIR GUESTS)**

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND INCLUDES A RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND AGREEMENT TO INDEMNIFY THE RELEASED PARTIES (DEFINED BELOW).

BY CHECKING THE REQUIRED ACKNOWLEDGMENT BOX DURING THE ONLINE REGISTRATION PROCESS, SUBMITTING AN APPLICATION OR REGISTRATION FOR THE EVENT, OR OTHERWISE PARTICIPATING IN THE EVENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT FOR YOURSELF AND, TO THE EXTENT PERMITTED BY LAW, FOR YOUR ACCOMPANYING GUEST(S).

1. Parties; Event; Definitions

This Waiver, Release of Liability, Assumption of Risk, and Indemnity Agreement (this "Agreement") is entered into by the undersigned participant ("Participant," "I," "me," or "my"), in favor of Preferred Pump & Equipment, L.P. and its affiliated and related entities, and each of their respective owners, partners, shareholders, members, managers, directors, officers, employees, agents, representatives, volunteers, insurers, event staff, contractors, vendors, sponsors, and assigns (collectively, the "Released Parties").

This Agreement applies to: (a) a special event and all related activities, gatherings, parties, meals, meetings, functions, and programming (whether "official" or "unofficial," scheduled or unscheduled); (b) any travel, transportation, lodging, excursions, or other activities before, during, or after the event that are in any way connected to the event; and (c) my presence at any hotel, venue, or site used for event activities (collectively, the "Event").

"Guests" means any individuals I invite, bring, host, accompany, or for whom I assume responsibility in connection with the Event, including family members, companions, or invitees (whether registered or not).

2. Voluntary Participation; Fitness to Participate

I acknowledge that my participation in the Event is voluntary. I represent that I am physically, mentally, and medically able to participate, and that I have not been advised otherwise by a physician. I understand I am solely responsible for determining whether to participate in any activity and for obtaining any medical advice, vaccinations, medications, travel documents, and insurance I deem necessary.

3. Assumption of Risk (Known And Unknown Risks)

I understand and expressly acknowledge that participation in the Event involves inherent, foreseeable, and unforeseeable risks, hazards, and dangers that may result in property loss, serious injury, illness, disability, or death. These risks include, without limitation:

- a) **Premises and venue risks:** slips, trips, falls; wet/uneven surfaces; stairs, balconies, railings; pool/ocean/water features; lighting, crowding, noise; equipment, furniture, fixtures; acts or omissions of venue staff, security, or other attendees.
- b) **Food and beverage risks:** foodborne illness; allergic reactions; cross-contamination; unknown ingredients; choking; unsafe handling; intoxication or impairment.
- c) **Alcohol-related risks:** impairment of judgment/coordination; alcohol poisoning; interactions with medications; injury to self/others; assaults or altercations; property damage; criminal/civil consequences; overservice or refusal of service.
- d) **Travel and transportation risks:** flights; delays/cancellations; missed connections; lost baggage; theft; rideshares/taxis/shuttles/boats; accidents; mechanical failures; traffic; unfamiliar driving conditions; pedestrian hazards; travel to/from Event activities and excursions.
- e) **Excursion/activity risks:** boating, swimming, snorkeling/diving, zip-lines, hiking, ATVs, sports, gyms, spas, recreational activities, and other excursions; changing weather; wildlife; equipment failure; negligent acts of third-party operators.
- f) **International risks:** unfamiliar laws and legal systems; heightened crime risk; political/civil unrest; terrorism; public health risks; language barriers; limited or delayed medical care; different safety standards; customs/immigration issues; currency loss; and other risks of international travel.
- g) **Acts of others:** negligence or misconduct of other attendees, guests, vendors, hotel staff, third-party operators, or members of the public, including theft, assault, harassment, or other harmful acts.
- h) **Force majeure / disruptions:** weather events; natural disasters; pandemics/public health restrictions; government actions; labor strikes; power outages; water interruptions; transportation shutdowns; venue closures.

I knowingly and freely assume all such risks—including risks arising from the negligence (to the fullest extent permitted by law) of any Released Party—and I accept full responsibility for my participation and conduct.

4. Release of Liability; Waiver of Claims; Covenant Not to Sue

To the fullest extent permitted by applicable law, Participant hereby:

- a) Releases and forever discharges the Released Parties from any and all claims, demands, causes of action, damages, losses, costs, and liabilities of any kind, whether known or unknown, suspected or unsuspected, arising out of or related to the Event, including without limitation claims for personal injury, illness, disability, death, property damage, theft, loss of use, emotional distress, or economic loss, whether occurring before, during, or after the Event.
- b) Waives any and all rights to bring any claim against the Released Parties arising out of or related to the Event, including claims arising from the negligence of any Released Party, except to the extent such waiver is prohibited by law.
- c) Covenants not to sue the Released Parties for any claim arising from or related to the Event.

This release includes, without limitation, claims arising from or related to: alcohol consumption, service of alcohol, intoxication/impairment, travel to and from Event activities, transportation arrangements, excursions, third-party operators, lost baggage, lost or stolen personal possessions, travel delays/cancellations, and any incident occurring at hotels, venues, transportation hubs, or excursion sites.

This agreement is binding upon Participant and Participant's spouse, heirs, estate, successors, assigns, personal representatives, insurers, and any person asserting claims through Participant.

Without limiting the foregoing, Participant expressly agrees that this agreement releases and waives claims against the released parties arising from the negligence, including sole, joint, active, passive, ordinary, or concurrent negligence, of any released party to the fullest extent permitted by law. Participant understands this release is intended to be as broad and inclusive as permitted by applicable law.

To the fullest extent permitted by law, Participant waives any right to seek consequential, exemplary, special, multiplier, or punitive damages against any Released Party. Nothing in this Agreement shall release or waive claims arising from a Released Party's gross negligence, willful misconduct, or intentional misconduct to the extent such waiver is prohibited by applicable law.

5. Alcohol Acknowledgments; Personal Responsibility

If alcohol is available at any Event function, I acknowledge and agree:

- a) I am solely responsible for deciding whether to drink and how much.
- b) I will not drink and drive or operate any vehicle or equipment while impaired.
- c) I will comply with all rules of the venue and any instructions from event staff or security.
- d) I understand alcohol increases risks of injury, illness, assault, accidents, and poor decision-making.
- e) I accept all risks and consequences related to alcohol consumption by me and my Guests.

Participant acknowledges that the Released Parties may make alcohol available at certain Event functions but are not responsible for monitoring Participant's or any Guest's level of intoxication, decisions, conduct, transportation, or personal safety. Participant voluntarily assumes all risks related to the consumption or non-consumption of alcohol by Participant or any Guest.

6. Travel; Lodging; Third-Party Providers; No Common Carrier / No Travel Agent

I understand that the Released Parties are not acting as a travel agent, carrier, or insurer and do not control airlines, hotels, transportation providers, excursion operators, or other third parties. I agree the Released Parties are not responsible for acts or omissions of any third party, including delays, cancellations, changes, mechanical failures, scheduling, safety practices, or service quality.

Participant acknowledges that certain activities or excursions may be operated by independent third parties not owned, operated, or controlled by the Released Parties. Participant understands the Released Parties do not supervise or control such operators and disclaim any responsibility for their acts, omissions, safety procedures, equipment, personnel, or services.

7. Property; Lost or Stolen Items

I am solely responsible for safeguarding my and my Guests' belongings. To the fullest extent permitted by law, I release the Released Parties from any liability for lost, stolen, damaged, or misplaced property, including luggage, passports, jewelry, cash, credit cards, phones, computers, and other personal items.

8. Compliance with Laws; International Legal Risks

I agree to comply with all applicable laws, regulations, ordinances, venue policies, and instructions from local authorities, including all immigration, customs, alcohol, controlled substance, public decency, and safety laws. I understand international legal consequences may be severe and different from U.S. law. To the fullest extent permitted by law, I release the Released Parties from any claims, losses, fines, penalties, or liabilities arising from or related to my or my Guests' violation (actual or alleged) of any law or regulation.

9. INDEMNITY AND DEFENSE (INCLUDING ATTORNEYS' FEES)

TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, PENALTIES, FINES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO:

- A) MY PARTICIPATION IN THE EVENT;**
- B) THE PARTICIPATION OR CONDUCT OF MY GUESTS;**
- C) MY BREACH OF THIS AGREEMENT;**
- D) ANY CLAIM BROUGHT BY OR ON BEHALF OF ANY GUEST OR THIRD PARTY ARISING FROM MY OR MY GUESTS' ACTIONS OR OMISSIONS; AND/OR**
- E) ANY PROPERTY DAMAGE OR INJURY CAUSED BY ME OR MY GUESTS.**

THIS INDEMNITY OBLIGATION APPLIES REGARDLESS OF WHETHER A CLAIM ALLEGES NEGLIGENCE OF A RELEASED PARTY, EXCEPT TO THE EXTENT PROHIBITED BY LAW.

10. Guests; Responsibility for Guests; Minors

Participant acknowledges that they are responsible for their Guests' conduct and compliance with all Event rules and applicable laws.

If Participant brings a minor as a Guest, Participant represents and warrants that they are the minor's parent or legal guardian (or have the legal authority to act on the minor's behalf), and Participant agrees that the terms of this Agreement apply to that minor to the fullest extent permitted by law. Participant further agrees to indemnify and hold harmless the Released Parties for any claims brought by or on behalf of that minor.

11. Medical Authorization; Emergency Treatment

In the event of illness or injury, Participant authorizes the Released Parties to obtain or assist me in obtaining medical care, including emergency transportation, and Participant agrees to be solely responsible for all medical costs. Participant releases the Released Parties from any liability for decisions or actions related to obtaining or providing such assistance, except to the extent prohibited by law.

12. Insurance Acknowledgment

Participant acknowledges that the Released Parties do not provide health, medical, travel, life, accident, property, or liability insurance for Participants or Guests. Participant is solely responsible for obtaining any insurance coverage Participant deems necessary.

13. **Photography/Video Release**

Participant grants the Released Parties a perpetual, irrevocable, worldwide, royalty-free right and license to photograph, record, use, reproduce, publish, distribute, display, and otherwise use Participant's likeness, image, voice, name, and biographical information captured during the Event for lawful business purposes, including internal communications, promotional materials, advertising, marketing, and social media, without compensation or further approval.

14. **Participant Conduct / Removal Rights**

The Released Parties reserve the right, in their sole discretion, to remove or exclude any Participant or Guest from any event activity at any time for safety, legal, conduct, operational, or reputational reasons, with or without warning or refund.

15. **No Duty to Supervise**

Participant acknowledges that the Released Parties do not undertake any duty to supervise, monitor, chaperone, protect, or ensure the safety of Participants or Guests during the Event or any related activity.

16. **Independent Decision Making**

Participant acknowledges that all decisions regarding participation in activities, excursions, transportation, alcohol consumption, and travel are made voluntarily and independently by Participant and Participant's Guests.

17. **Cyber / Social Media / Reputational Release**

Participant agrees not to record, publish, post, or distribute confidential, proprietary, defamatory, harassing, or inappropriate content relating to the event, other Participants, or the Released Parties.

18. **Event Modification / Cancellation**

The Released Parties reserve the right to modify, postpone, substitute, relocate, or cancel any aspect of the Event at any time for operational, safety, weather, business, legal, force majeure, or other reasons without liability.

19. **Disclaimer of Warranties; Event Provided "As Is"**

The Event and any related services or activities are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, express or implied, to the fullest extent permitted by law.

20. **Severability; Reformation**

If any provision of this Agreement is determined unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remainder shall remain in full force and effect.

21. **Limitation on Filing Period**

To the fullest extent permitted by law, any claim arising out of or relating to the event or this agreement must be commenced within one (1) year after the claim accrues or such claim shall be forever barred.

22. **Governing Law; Venue; Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Any dispute, claim, or controversy arising out of or relating to the Event or this Agreement shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") in Tarrant County, Texas in accordance with the AAA Commercial Arbitration Rules then in effect, and judgment on the arbitration award may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to resolve any dispute regarding the interpretation, applicability, enforceability, formation, or scope of this arbitration provision or this Agreement. The prevailing party in any dispute arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, and expenses.

Participant agrees that any claim shall be brought solely in an individual capacity and not as a plaintiff or class member in any purported class, collective, mass, consolidated, or representative proceeding.

Participant knowingly and voluntarily waives any right to trial by jury in connection with any dispute arising out of or relating to the Event or this Agreement.

23. **Entire Agreement; No Reliance; Voluntary Signature**

I understand and agree that this Agreement constitutes the entire agreement regarding liability and risk allocation relating to the Event and supersedes any prior statements or representations regarding such matters. I acknowledge that I am not relying upon any representations not expressly contained in this Agreement.

I understand that this Agreement is presented electronically as part of the Event registration and application process. By checking the acknowledgment box indicating acceptance of this Agreement, submitting my registration or application, participating in the Event, or permitting any Guest to participate in the Event, I acknowledge that:

- (a) I have carefully read and understand this Agreement;
- (b) I agree to all of its terms voluntarily and intend to be legally bound by it;
- (c) my electronic acceptance shall have the same force and effect as a handwritten signature; and
- (d) this Agreement may be enforced to the fullest extent permitted under applicable electronic signature laws, including the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state Uniform Electronic Transactions Acts.

24. **ACKNOWLEDGMENT OF UNDERSTANDING**

BY CHECKING THE ACKNOWLEDGMENT BOX DURING ONLINE REGISTRATION, SUBMITTING A REGISTRATION OR APPLICATION, OR PARTICIPATING IN THE EVENT, I ACKNOWLEDGE THAT:

- I HAVE READ THIS AGREEMENT CAREFULLY;
- I UNDERSTAND ITS TERMS;
- I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES;
- I VOLUNTARILY ACCEPT AND AGREE TO ALL TERMS OF THIS AGREEMENT; AND
- I INTEND MY ELECTRONIC ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.