

Vivun, Inc. - Event Release of Liability, Waiver of Claims, Assumption of Risks, Indemnity for Claims, and Photo/Video Release

PREAMBLE

From time to time, Vivun may present an opportunity for individuals, affiliates, invitees, employees, spouses, invited guests, speakers, independent contractors, and other related parties (collectively, "Participants") to meet and interact with other Participants at an external location of Vivun's designation, or in connection with a Vivun Online Community, as defined by the [Vivun, Inc. Online Community Guidelines](#) (hereinafter, collectively an "Event"), whether in-person at a Location (hereinafter "Location"), or online/remote, the following terms shall apply and are accepted by all participants, by virtue of their attendance or participation in an Event.

An Event, as it is defined herein, may include, but is not limited to, all travel, activities, dining, and excursions undertaken on the way to, during, and on the way therefrom the Location or the Event. Participation is not without certain risks, dangers, hazards and liabilities. These include, but are not limited to, personal injury, personal illness, death, property damage, expense and other loss, severe delay, inconvenience, becoming stranded (including Participant's inability to return home in a timely manner), this Event's cancellation or curtailment (collectively, the "Risks").

While traveling for and attending the Event, all Participants shall be expected to act in a reasonable, responsible, prudent, and safe manner. Participants will also be held accountable for their actions and behavior wherever they shall be located. Participants acknowledge that during the Event, failure to conduct oneself in a professional manner may be result in expulsion from the Event and legal action.

All Participants taking part in any Vivun Event are required to accept these and other Risks as a condition of their participation. The Statement of Risks set forth below is intended to enable participants to better understand and accept the various Risks involved in this Event but is not inclusive of all conceivable Risks associated with their Participation.

STATEMENT OF RISKS

1. By attending the event each Participant acknowledges and states that they are aware that there are inherent Risks (hereinafter "Risks") to which I may be exposed while participating on this Event, which include but are not limited to the following:
2. Theft, vandalism or loss of personal property;
3. Illness, or other physical incapacity/injury
4. Injury or death;
5. Exposure to different environmental and weather conditions than those in your Participant's country, or place of residence, including extreme cold, wind, and winter related conditions;
6. That the laws of the Location, as well as those places traveled to or through on the Trip, may be significantly different than

- those in Participant's home country, or place of residence;
7. inexperience or unfamiliarity with any activity or its requirements;
 8. Unfamiliarity with the Location or any facilities therein;
 9. Faulty equipment, gear or inadequate instruction;
 10. Violence or criminal acts of others;
 11. That Participants may be required by the laws of their home country to comply with illness testing, quarantine, or other health and safety measures as part of their travel to or from the Location;
 12. Risk of injury inherent in engaging in any type of indoor or outdoor sports or recreational activities;
 13. In light of the foregoing, by attending the event, all Participants understand and acknowledge that these risks may result in personal injury, including but not limited to the following: Collision with: other players/participants, sports/recreational equipment, structures, vehicles, swimmers, vessels or surfers; Slips/trips/falls; falls from heights, fractures/broken bones; sprains/strains; bruises; lacerations; punctures; concussion; loss of consciousness; physical exhaustion/heat exhaustion; hypothermia, eye injuries; sunburn/windburn/camping burns; drowning; diving/boating accidents; bites/stings/burns/rashes from contact with animals/insects or sea life; sun poisoning or stroke; injuries from shark attack; spinal injuries; paralysis; brain damage; serious injury to internal organs, bones, ligaments, joints, muscles, tendons, and other aspects of the muscular skeletal system; neck, face and head injuries; ear injuries, heart attack; sickness; suffocation; and/or death as a result of the nature of some related activities. All participants freely accept and fully assume all such Risks and the possibility of any and all related personal injur(ies), death(s), and instances of property damage or loss, resulting therefrom.

ACKNOWLEDGEMENTS AND CERTIFICATIONS

Prior to any Participation in an Event, Participant acknowledges, agrees to, and certifies the following statements are true:

1. Participant's traveling for and participation in the Event is voluntary and that this event carries with it certain dangers and risks not limited to those outlined herein;
2. Participant is aware that they are free to decline to engage in any activities related to or in connection with the Event (whether or not provided by, paid for, or sponsored by Vivun), and enters into or engages with any such activity free from any influence and of their own accord;
3. Participant will not undertake any activity without the proper and necessary gear or related equipment;
4. Participant is solely responsible for any injuries to persons or property which may be incurred in connection with my participation in the Event;
5. Participant understands that it is Participant's sole responsibility to learn as much as possible about the Risks of the Event and to weigh those Risks against the advantages, and to decide whether or not to participate;
6. Participant has checked the weather for all locations they reasonably anticipate interacting with while on the Event prior to their departure;
7. Participant has or will become familiar with recreational activities that Participant plans to do, and shall not undertake any activity with which they are unfamiliar or otherwise unprepared;
8. Participant is solely responsible for and will bring appropriate clothing, footwear, supplies, protective gear (including gear necessary for all sport related activities) suitable for destination weather, and anticipated outdoor or recreational activities;
9. Participant will not bring valuables or, to the extent that valuables are brought, is solely responsible for ensuring that such valuables are kept secure at all times;

10. Participant will bring, and is solely responsible for, all necessary medications, medical devices, or emergency medical kits.
11. Participant has independently researched and reviewed all travel and medical notices pertaining to the Location or the Event which have been issued by Participant's home country or those countries through with Participant will, or may reasonably expect to interact with during the Event.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In acknowledgement and agreement of the foregoing and in consideration of Vivun permitting my participation in an Event, each Participant acknowledges and agrees as follows:

TO WAIVE ANY AND ALL CLAIMS that the Participant, their heirs, personal representatives, executors, administrators or assigns have or may have now or in the future against Vivun and each of its directors, shareholders, partners, employees, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");

1. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that Participant might suffer, or that Participant's next of kin may suffer, as a result of Participant's participation in an Event due to any cause whatsoever, INCLUDING BREACH OF CONTRACT, OR TORTIOUS ACTS OR OMISSIONS (INCLUDING NEGLIGENCE) ON THE PART OF THE RELEASEES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from Participant's acts or omissions while participating in an Event;
3. THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES IN THE EVENT OF PARTICIPANT'S DEATH OR INCAPACITY;
4. By attending the Event Participant acknowledges and agrees that Participant is entering into this Agreement, Participant is not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement;

PHOTO/VIDEO WAIVER

Unless otherwise prohibited by law, Participant agrees to grant Vivun and its authorized representatives' permission to record, videotape, and photograph, Participant's image and/or my voice ("Captured Likeness") during the Event or as required by or included in my participation with any Vivun Online Community (as defined in the [Vivun, Inc. - Online Community Guidelines](#)) and at any point thereafter. Participant further agrees that Participant's Captured Likeness may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote Vivun, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ARE AWARE THAT BY ATTENDING AN EVENT THAT THEY ARE AGREEING TO THIS AGREEMENT, THAT THEY ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH PARTICIPANT, THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.