

Waiver of Liability Agreement

Effective Date: [2/4/2025]

PLEASE READ THIS WAIVER OF LIABILITY AGREEMENT ("AGREEMENT") CAREFULLY. BY ACCESSING OR USING GetOut, LLC (www.letsgetoutnow.com), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

This Waiver of Liability Agreement ("Agreement") is entered into by and between GetOut, and the individual accessing or using the Platform (the "User"). The Platform facilitates connections between property owners ("Owners") and individuals seeking to use properties for outdoor uses ("Users"). The Company does not own or control the properties listed on the Platform and is not responsible for the conduct of Owners or Users.

1. Acknowledgment of Risk 1.1 The User acknowledges that participation in Users on properties listed on the Platform involves inherent risks, including but not limited to personal injury, property damage, illness, or death. 1.2 The User understands and accepts that outdoor Users may involve unpredictable natural conditions, wildlife, and other hazards.

2. Assumption of Risk 2.1 The User voluntarily assumes all risks associated with accessing and using properties listed on the Platform for Users, including risks arising from negligence by Owners or other third parties.

3. Waiver of Liability 3.1 To the fullest extent permitted by law, the User releases, waives, and discharges the company, its hosts, its officers, directors, employees, agents, affiliates, and successors from any and all claims, liabilities, damages, or expenses arising from or related to the User's use of the Platform or participation in Users. 3.2 This waiver applies to claims arising from negligence, breach of contract, or any other legal theory.

4. Indemnification 4.1 The User agrees to indemnify and hold harmless the Company and its hosts from any claims, damages, or expenses, including reasonable attorney's fees, arising from the User's actions or omissions while using the Platform or participating in Users.

5. Limitation of Liability 5.1 To the maximum extent permitted by applicable law, the Company's total liability to the User or its hosts for any claims arising out of or relating to this Agreement or the use of the Platform is limited to the greater of (a) the amount paid by the User to the Company in the 12 months preceding the claim or (b) \$100.

6. No Warranties 6.1 The Platform and all services provided by the Company and its hosts are offered "as-is" and "as-available" without any warranties of any kind, express or implied. 6.2 The Company makes no guarantees about the safety, condition, or suitability of any property listed on the Platform.

7. Governing Law 7.1 This Agreement shall be governed by and construed in accordance with the laws of [the United States], without regard to its conflict of laws principles.

8. Severability 8.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. Entire Agreement 9.1 This Agreement constitutes the entire understanding between the User and the Company and its hosts regarding the subject matter herein and supersedes all prior agreements.

10. Acceptance of Terms 10.1 By accessing or using the Platform, the User acknowledges that they have read, understood, and agreed to the terms of this Agreement.

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