

## Waiver & Release Agreement

This Waiver & Release Agreement ("the Agreement") is entered into by [Name of Participant] of [Address of Participant] ("Participant") and Project Veritas of 1214 W. Boston Post Road, No. 148, Mamaroneck, NY 10543 ("Project Veritas").

In consideration of the risk of injury while participating in the Project Veritas Experience (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Project Veritas, its directors, officers, affiliates, managers, members, agents, attorneys, employees, staff, contractors, volunteers, heirs, representatives, predecessors, successors and assigns, (collectively, "Project Veritas"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. The Activity shall refer to the *American Muckracker* book launch event held on or about January 29<sup>th</sup>, 2022, at Fountainebleau Miami Beach, located at 4441 Collins Avenue, Miami Beach, FL 33140, and shall include an afterparty.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from, as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Project Veritas against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys' fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Project Veritas incurs any of these types of expenses, I agree to reimburse Project Veritas. I acknowledge that Project Veritas and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or

failures to act of any party or entity conducting a specific event or activity on behalf of Project Veritas.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this Agreement and fully understand that it is a release of liability as defined herein. I expressly agree to release and discharge Project Veritas and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Project Veritas for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Project Veritas, its agents, and employees.

For the avoidance of doubt, this Agreement applies to any and all of my survivors, immediate and/or extended family, successors and/or assigns such that no claim, allegation, damage(s), lawsuit or injury for which relief is sought from Project Veritas in any court, forum, and/or administrative body would be valid and/or legally supportable, warranting the immediate dismissal of same With Prejudice.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, (name on this form) and Project Veritas agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, the unenforceable provisions shall be modified to the limited extent required to permit enforcement of the agreement.

As an invite-only event, the purchaser of the ticket to attend the Activity, being the signatory of this Agreement, is permitted to attend. Neither the ticket nor this Agreement are transferrable or assignable. Only the Participant with whom this Agreement was entered shall be permitted to engage in the activities authorized herein. In case of an attempt to transfer the ticket and/or this Agreement, in whole or in part, this Agreement shall be void. Project Veritas reserves the right to revoke Participant acceptance and/or credentials at any time. Project Veritas is not obligated to reimburse for any additional incurred expenses related to the event.

Without expectation of compensation or other remuneration, now or in the future, I hereby give my consent to Project Veritas, as defined herein to use my image and likeness and/or any interview statements from me in its publications, advertising or other media activities (including the Internet). This consent includes, but is not limited to:

- (a) Permission to interview, film, photograph, tape, or otherwise make a video reproduction of me and/or record my voice;
- (b) Permission to use my name; and
- (c) Permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s) of me, and/or recording of my voice, in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet), in theatrical media and/or in mailings for educational and awareness.

By registering for this event, I understand and expressly acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending the event, I voluntarily assume all risks related to exposure to COVID-19, and waive, release, and discharge Project Veritas as defined herein from any and all liability under any theory, whether in negligence or otherwise, for any illness or injury.