

**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK, AND INDEMNITY  
AGREEMENT**

Advisors Excel, LLC

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**DESCRIPTION AND LOCATION OF EVENT(S): Advisors Excel’s Employee Incentive trip for any dates between February 4-13, 2024 in Mexico, to cover all activities participated in during this Event.**

IN CONSIDERATION of the ability to participate in any way in the EVENT(S), I agree that:

1. I understand the nature of the EVENT(S) as well as my own experience and capabilities, and believe that I am qualified to participate in the Event(s). I have or will inspect the premises, facilities, and equipment to be used, or with which I may come in contact before I participate in the Event(s). IF I BELIEVE THAT ANY ASPECT OF THE PREMISES, FACILITY, OR EQUIPMENT IS UNSAFE, I WILL IMMEDIATELY LEAVE THE AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S). By participating in the Event(s), I certify that I am cognizant of all of the inherent dangers of the event, and of the basic safety rules. I understand that I should not participate in any aspect of the Event(s) if there are any physical conditions that may impair my ability to understand instructions or to participate without creating risk to others or myself.

2. I FULLY UNDERSTAND that the Event(s) may involve inherently dangerous activity and participation in the Event(s) involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH, AS WELL AS PROPERTY DAMAGE (“RISKS”) and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING ANY SUCH INJURY, PROPERTY DAMAGE, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW. I FULLY UNDERSTAND that these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or the negligence of Releasees named below; and that there may be other risks not known to me or risks that are not readily foreseeable at this time; and that the social and economic losses and/or damages that could result from those risks may be severe and could permanently change my future.

3. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Advisors Excel, LLC, its parents, subsidiaries, affiliates, owners, directors, managers, officers, employees, independent contractors, vendors, service providers, and all other persons or entities associated in any way with the Event(s), including but not limited to their directors, officers, agents and employees, all for the purposes herein referred to as Releasees, FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, including but not limited to death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE.

4. If despite this release, I, or anyone on my behalf, makes a claim against any of the “RELEASEES” named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE “RELEASEES” and each of them from ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE “RELEASEES” NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. I further state that I am of lawful age and legally competent to sign this affirmation and release: that I understand the terms herein are contractual and not a mere recital. I have signed this document as my own free act and if I have any doubts concerning the contents of this release agreement, I will consult an attorney before signing it. If for any reason any provision of this document is held invalid, illegal, or unenforceable, the validity and effect of the remaining provisions shall not be affected. Any provision held to be invalid, illegal, or unenforceable shall be reformed to the minimum extent necessary so as to render it valid, legal, and enforceable. This document shall be governed by the laws of the State of Kansas without regard to its rules concerning choice of law or conflict of laws. This document shall be binding upon my heirs, executors, administrators, successors, representatives, or assigns.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES’ FAULT.**

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Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date