

2026 LIABILITY RELEASE, ASSUMPTION OF RISK AGREEMENT, AND INDEMNIFICATION

StormLab Collective 2026

This Liability Release, Assumption of Risk Agreement, and Indemnification (“Agreement”) is entered into by and between Girls Who Chase and Tornado Titans, its owners, employees, contractors, guides, agents, and affiliated representatives (collectively referred to as the “Company”), and the undersigned participant (“Participant”).

1. ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that storm chasing, severe weather photography, and related travel and outdoor activities involve inherent and significant risks, which may result from natural causes, the actions of other participants, third parties, or the negligence of the Company, including but not limited to:

- Lightning, hail, high winds, tornadoes, flooding, and other dangerous weather conditions
- Flying debris and rapidly changing environments
- Motor vehicle travel over long distances and on hazardous or dirt roadways
- Limited access to immediate medical care
- Slips, falls, other personal injuries, or death
- Equipment damage or loss

I voluntarily choose to participate with full knowledge of these risks.

2. EXPRESS ASSUMPTION OF RISK

I expressly and voluntarily assume all risks of injury, illness, death, property damage, or other loss that may result from my participation in activities with the Company, whether such risks are inherent, obvious, extraordinary, known or unknown, foreseen or unforeseen. I affirm that I am physically and mentally capable of understanding these risks.

3. RELEASE OF LIABILITY

In consideration for being allowed to participate, I hereby release, waive, discharge, hold harmless, and covenant not to sue the Company, its owners, operators, employees, contractors, guides, agents, insurers, and affiliates (the Released Parties) from any and all claims, demands, actions, or causes of action arising out of or related to:

- Personal injury

- Property damage or loss
- Wrongful death
- Any other loss or damage

This release applies whether caused by negligence or otherwise, to the fullest extent permitted by law.

4. MEDICAL AUTHORIZATION

I certify that I am of sound mental and physical health that renders me capable of participating in this activity, which includes but is not limited to: being in the presence of severe weather, spending many hours in vehicles, getting in and out of vans (sometimes rapidly), walking and carrying camera gear (where relevant) on different types of surfaces such as dirt roads or grass, moving yourself and your luggage from the van into buildings and hotels and back, carrying or wheeling luggage.

In the event of an emergency, I authorize the Company to obtain medical treatment on my behalf if I am unable to do so, and I accept full responsibility for any associated costs.

5. INSURANCE

I understand that the Company does not provide health, medical, travel, or equipment insurance. I am solely responsible for obtaining any desired coverage.

6. RULES AND COMPLIANCE

I agree to:

- Follow all instructions given by workshop guides
- Act in a safe and respectful manner
- Wear seatbelts at all times while in vehicles
- Not engage in reckless or unsafe behavior

The Company reserves the right to remove any participant from the tour without refund for unsafe conduct.

7. PARTICIPANT UNMANNED AIRCRAFT SYSTEM (DRONE) OPERATION AUTHORIZATION AND LIABILITY

A. Conditional Permission to Operate Personal Drone

Participants may operate their own unmanned aircraft systems (“UAS” or “drone”) only if expressly authorized in writing by the Company prior to launch.

Authorization may be revoked at any time, for any reason, at the sole discretion of the Company.

B. FAA Compliance Responsibility

I understand that drone operation in the United States is regulated by the Federal Aviation Administration, including but not limited to 14 CFR Part 107 and recreational flight requirements under federal law.

If I choose to operate a drone, I represent and warrant that:

- I am legally authorized to operate the drone under applicable federal law.
- My drone is properly registered (if required).
- I will comply with all FAA regulations.
- I will comply with all Temporary Flight Restrictions (TFRs).
- I will comply with all state and local laws.
- I assume full responsibility for determining airspace legality prior to flight.

The Company is not responsible for monitoring my regulatory compliance.

C. Independent Operation — No Agency Relationship

If I operate a drone, I do so:

- Independently
- At my own risk
- Not as an employee, agent, contractor, or representative of the Company

My drone activity is not directed, supervised, or controlled by the Company.

I acknowledge that I am solely responsible for my drone’s operation.

D. Assumption of Risk for Participant Drone Use

I understand that storm chasing environments create elevated risks for drone operation, including:

- Sudden wind shear

- Lightning proximity
- Rapid weather deterioration
- Emergency evacuations
- Limited landing zones
- Interference with emergency aircraft

I voluntarily assume all risks associated with my personal drone use.

E. Release and Indemnification for Participant Drone Activity

To the fullest extent permitted by law, I RELEASE, WAIVE, AND DISCHARGE the Company and all Released Parties from any claims arising from:

- My drone operation
- Drone malfunction
- Regulatory violations
- Property damage caused by my drone
- Injury to myself or others caused by my drone

I agree to INDEMNIFY AND HOLD HARMLESS the Released Parties from any fines, penalties, claims, lawsuits, damages, or attorney's fees arising from my drone operation.

This includes regulatory enforcement actions brought by the Federal Aviation Administration.

F. Insurance Acknowledgment

I understand that the Company's insurance does NOT cover my personal drone or my drone-related liability.

I am solely responsible for obtaining my own drone liability coverage.

G. Operational Restrictions

If authorized to operate a drone, I agree:

- Not to fly near the Company's vehicle convoy without permission
- Not to fly over participants without consent
- Not to launch during active severe weather unless expressly permitted
- To immediately land if instructed by tour leadership

Violation of these rules may result in immediate removal from the tour without refund.

I agree to indemnify and hold harmless the Company and all Released Parties from any claims, damages, or expenses (including attorney's fees) brought by third parties as a result of my actions during the tour.

8. INDEMNIFICATION

I agree to indemnify and hold harmless the Company and all Released Parties from any claims, damages, or expenses (including attorney's fees and court costs) brought by third parties as a result of my actions during the tour.

9. GOVERNING LAW AND CHOICE OF LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the tour originates (Colorado/Douglas County).

Regardless of where any injury, accident, or incident occurs, I agree that:

- This agreement shall be governed exclusively by the laws of the State of Colorado.
- Any arbitration or legal proceedings shall take place in Colorado.
- Colorado law shall control interpretation, enforceability, and scope of this Agreement.

I expressly waive any argument that the law of another state should apply.

10. AGREEMENT TO BINDING ARBITRATION AND WAIVER OF JURY TRIAL

PLEASE READ CAREFULLY. THIS SECTION AFFECTS YOUR LEGAL RIGHTS.

A. Agreement to Arbitrate

In consideration of being permitted to participate in the storm chasing workshop with the Company and related activities, I agree that any and all disputes, claims, or controversies arising out of or relating to:

- This Agreement
- My participation in the workshop
- Transportation provided
- Drone-related activities
- Alleged negligence
- Personal injury, property damage, or wrongful death

shall be resolved exclusively through final and binding arbitration, and not in a court of law.

This agreement to arbitrate applies to claims whether arising in contract, tort, statute, or otherwise.

B. Arbitration Administrator and Rules

Arbitration shall be administered by the American Arbitration Association (AAA) under its applicable Commercial Arbitration Rules, unless the parties mutually agree otherwise.

C. Venue

Arbitration shall take place in the county in Colorado where the Workshop Operator maintains its principal place of business, unless otherwise agreed in writing.

D. Waiver of Jury Trial

BY SIGNING THIS AGREEMENT, I KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL.

E. Class Action Waiver

All claims must be brought in an individual capacity. I waive the right to:

- Participate in any class action
- Participate in any collective proceeding
- Act as a class representative

to the fullest extent permitted by law.

F. Scope and Survival

This Arbitration Agreement:

- Survives termination of the workshop
- Survives completion of the activity
- Survives any restructuring, merger, sale, or transfer of the Workshop Operator
- Applies regardless of where an incident occurs

11. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable for any reason, I agree that such invalidity shall not affect the validity of the remaining provisions of the Agreement.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Company and its past, present, and future owners, members, managers, officers, employees, contractors, insurers, affiliates, successors, assigns, and any entity that acquires or assumes the operations of the Company.

I understand that this release extends to any successor entity, restructured entity, merged entity, or purchaser of the Company’s business.

This Agreement shall also be binding upon me and my heirs, executors, administrators, personal representatives, and assigns.

13. ACKNOWLEDGMENT OF UNDERSTANDING

I have carefully read this Agreement, fully understand its contents, and sign it voluntarily. I understand that by signing this document, I am giving up substantial legal rights.

Participant Name (Printed): _____

Participant Signature: _____

Date: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact Name & Phone: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the minor named above and I consent to their participation and agree to all terms of this Agreement on their behalf.

Parent/Guardian Name (Printed): _____

Parent/Guardian Signature: _____

Date: _____