

Attachment B

COMMITMENT OF PARTICIPATION & CONSENT AND RELEASE FORM for the Florida Early Stage Capital Conference

This Commitment of Participation & Consent and Release Form governs my participation in the Florida Early Stage Capital Conference (the “Event”) to be held on or around May 9-10, 2019. I clearly understand and acknowledge that my participation in this Event is strictly voluntary and I freely choose to participate in the Event.

1. Rules and Conditions of Entry:

- a. Compliance with Laws. My company is in compliance with all laws of the United States and the State of Florida and is authorized to transact business in the State of Florida.
- b. Training Sessions. If my company is selected as a finalist, I shall use best efforts to participate in all training sessions. I shall pay for all costs for participation in the training sessions, including travel, overnight and related expenses. I acknowledge that such sessions may be lengthy and time consuming. Failure to participate may be grounds for my company being disqualified from the Event.
- c. Judges’ Decisions. I clearly understand, agree and acknowledge that all decisions of the judges for this Event are final, binding and non-negotiable.
- d. I understand, acknowledge and agree that if my company is selected by the judges for a cash award, in order to be eligible to receive that award, the company must have a physical presence in Florida (or in the case of an out-of-state company establish a physical presence in Florida within six (6) months of the award decision); and in either case maintain a continuous physical presence in Florida for a minimum of one (1) year following the award. Space Florida (“SF”) in its sole discretion shall determine what constitutes a physical presence for purposes of this award.
- e. Participation After the Event. I acknowledge that I will be contacted from time-to-time after the Event by SF, or Florida Venture Forum (“FVF”), for the purpose of gathering information related to the Event concerning, but not limited to, capital attraction, business development, opportunity attraction and job creation. I agree to participate and provide the relevant information to SF, or FVF. I agree to enter into an MOU with SF for the purposes of employment and investment related reporting.

2. **Indemnification and hold harmless:** By entering the Event, I hereby release, discharge, indemnify and hold harmless SF, FVF, and their respective employees, Officers, Directors, members, agents, representatives, advertising and promotion agencies and prize suppliers from any and all claims, actions, liens, causes of action, costs (including legal expenses and attorney’s fees), liability (including negligence) for any damage to or loss of property, or any sickness or injury from whatever source, legal entanglements, imprisonment, death, or loss of money or any other claim, proceeding, demand, expense and liability of any kind that might occur while participating in the Event. In no event will SF, or FVF, be responsible for any direct, indirect, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this or any other agreement related to the Competition and/or Event, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

3. Miscellaneous:

- a. Governing Law; Venue. I hereby agree and acknowledge that this document shall be governed by the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- b. Amendments. SF and FVF have the right to change the Terms and Conditions in this Participation Form from time-to-time.

I hereby agree to be bound by the Terms and Conditions of this Participation Form.

Printed Name of Participant: _____

Signature: _____

Date: _____