

The individual renting a locker (as indicated on the Smart Locker Booking System website), (“I”, “Me”, “Myself”, or “My”) must have read this Release and Waiver of Liability and Indemnity Agreement in order to rent a locker at the stadium known as TIAA Bank Field (such area, the “Premises”). I acknowledge that Jacksonville Jaguars, LLC (“Jaguars”), Box Container Group d/b/a LOKNCHARGE (“Lokncharge”), and Atlantic SS, LLC (“Atlantic”) are extending a special privilege in allowing Me to rent a locker to store My bag and personal belongings (collectively, the “Bag”) on the date selected on the Smart Locker Booking System (the “Storage Date”) because of My failure to comply with the NFL policy regarding bags in NFL stadiums. In consideration of the privilege to use a locker and store the Bag at the Atlantic Self Storage Fan Lockers at the Stadium, I, for Myself and any personal representative, heirs, and next of kin, hereby acknowledge, agree and represent the following:

Liability Release; Indemnity: I hereby acknowledge and agree that the Jaguars, Lokncharge and Atlantic are not responsible for any loss, theft or damage to My Bag, whether caused by the Jaguars’, Lokncharge’s and/or Atlantic’s negligence or otherwise.

I release, covenant not to sue and forever discharge the Jaguars, Lokncharge, Atlantic, the Jaguars sponsors, the operator and/or manager of the Premises, the National Football League, the City of Jacksonville and each of their respective directors, officers, owners, members, managers, partners, representatives, agents, employees and affiliates (collectively, “Releasees”) of and from any and all claims, demands, suits (including in equity), causes of action, judgments, losses, liabilities, damages, costs and expenses of any nature, **whether caused by, arising out of or based on the active or passive negligence of any Releasee or otherwise**, arising out of or in any way connected with the storage of the Bag (collectively, the “Claims”). I hereby further agree to defend, indemnify and hold harmless Releasees and their respective heirs, successors and assigns from and against any and all such Claims, including, without limitation, attorneys’ and other professionals’ fees and costs. I understand that this release and indemnity includes, without limitation, any Claims based on the negligence, action or inaction of any Releasee, and covers property damage, whether suffered before, during or after the storage of the Bag. I agree to indemnify, defend and hold harmless any and all Releasees of and from any Claim arising out of or relating to any bodily injury or property damage caused directly or indirectly by me or my Bag. **I understand that the Releasees never intended, nor designed the Premises to be used as a storage facility and I acknowledge that the Releasees do not guarantee the security of the Bag. Therefore, I agree to assume full responsibility for and risk of property damage to the Bag due to the negligence of the Releasees or otherwise while the Bag is located at the Premises. I acknowledge that I have been advised by the Releasees to remove any and all items of value from the Bag prior to storing it in the bag check at the Premises.**

Refunds: I acknowledge and agree that no refunds will be offered or given when a locker rental has been pre-booked and paid for, whether the locker was used on the applicable event day or not.

Permitted Articles: Articles may not be kept and/or stored in the lockers if such items may constitute a risk and/or nuisance to the Jaguars, Lokncharge and/or Atlantic, including but not limited to: illegal items, illegal substances, and handguns, or other items deemed dangerous as determined by Jaguars or the Premises facility manager in their sole discretion. Jaguars may request that I submit to a Bag check prior to storing My Bag in the lockers. Articles that are deemed hazardous or could cause a nuisance to anyone on the Premises, the event or the site venue, such as explosives, firearms, chemicals, illegal drugs or perishable goods may be refused the placing of, destroyed or removed at My expense without being entitled to enforce any claim to the items at any time thereafter.

Retrieval: I agree to pick up My Bag within one (1) hour following the event occurring on the Storage Date (the “Retrieval Time”). In the event that I do not pick up My Bag by the Retrieval Time, I will be notified by e-mail. If I do not respond to the notification within ten (10) business days, the Jaguars may consider My Bag to be abandoned and may donate the Bag to a charity of the Jaguars’ choice. I hereby acknowledge and agree that if the Jaguars donates my bag after the 10-day period, I will not have any Claim against the Jaguars, Lokncharge and/or Atlantic, including under Chapter 705 of the Florida Statutes.

Damage to Lockers or Mobile Charging Units: If at any time I lose a key to the lockers, I damage or otherwise break a lock, or cause significant damage to the lockers themselves, the Releasees reserve the right to charge Me a fee in the amount of \$150.00 to cover the replacement and/or repair costs of the damaged equipment. If at any time I damage, break or fail to return the supplied mobile charging unit inside of a locker, the Releasees reserve the right to charge Me a fee in the amount of \$75.00 to cover the replacement and/or repair costs of the damaged equipment.

Governing Law: This Release and Waiver of Liability and Indemnity Agreement (the “Agreement”) shall be governed by and construed in accordance with the internal laws of the State of Florida without regard to its conflict of law principles that may cause the application of laws of another jurisdiction. The state and federal courts of Duval County, Florida, shall have exclusive jurisdiction over any dispute arising out of or based on this Agreement. **THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

Severability; Entire Agreement: If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, (i) the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, and (ii) the court making such determination shall have the power to reduce the scope or applicability of such provision (including by deleting or replacing specific words and phrases) in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid and unenforceable provision. This Agreement contains the entire agreement between the undersigned and the Jaguars with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement.

BY INPUTTING MY NAME, RENTING A LOCKER AND SUBMITTING PAYMENT THEREFOR, I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE ABOVE RELEASE AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS AND HAVE ELECTRONICALLY SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.