



RELEASE, WAIVER OF LIABILITY & HOLD-HARMLESS AGREEMENT

This Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue ("Release") was read, understood, and signed on this ____ day of _____ 202_.

_____ (hereinafter referred to as "Vendor/Exhibitor") and given to NextEra Energy, Inc. and Florida Power & Light Company, along with their officers, directors, affiliates, parent companies, associated companies, board members, supervisors, agents, servants or employees (collectively referred to here as the "Company"), corporations organized and existing under both the laws of the State of Delaware and Florida with their principal business office located at 700 Universe Boulevard, Juno Beach, Florida 33408, which will allow Vendor to participate as an Vendor/Exhibitor in FPL's 2025 ManateeFest event (the "Activity").

In consideration of Vendor/Exhibitor being permitted to be present on Company property, the undersigned, for the referenced business entity and for himself or herself, and his or her personal representatives, heirs and next of kin, clearly and unequivocally releases, waives, discharges and covenants not to sue the Company from all liability to the undersigned Vendor and the undersigned Vendor's personal representatives, assigns, heirs and next of kin, for any and all loss or damage, any claims based on negligence or other tort, and any claim or demands for the same on account of injury to the person or property of the undersigned or resulting in death of the undersigned whether caused by the negligence of the Company or otherwise, while the undersigned is visiting Company property.

Vendor agrees that consideration for this Release has been given by the Company. Vendor agrees that Company is not in the business of providing the Activity. Vendor assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the Company, or otherwise, while participating in the Activity. The undersigned acknowledges and agrees that the foregoing Release is intended to be as broad as inclusive as is permitted by the law of Florida, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Vendor shall indemnify and hold the Company harmless against all claims caused by the Vendor while participating in the visit resulting from any act or negligence of the Vendor, or any officer, agent, employee, guest, or invitee of Vendor, and from all costs, attorney's fees (whether at trial or on appeal), and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Company by reason of such claims, Vendor, on notice from the Company, shall defend the action or proceeding at Vendor's expense by counsel reasonably satisfactory to the Company. Any litigation resulting from the Activity shall be brought in Palm Beach County, Florida and Florida law shall apply to all matters between the Vendor and the Company. IN ANY LITIGATION ARISING FROM OR RELATED TO THE ManateeFest Hold Harmless Agreement RELEASE, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THE RELEASE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE AGREEMENT.

The undersigned has read and voluntarily signs the release and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. By signing below, I acknowledge that I have read this Release. Any questions I had about the important rights I am giving up participating in the tour have been either explained to me or I understand from my own knowledge. I agree that the language in this document is unambiguous and does not violate any public policy I am aware of.

Signature

Date