

WAIVER, RELEASE, HOLD HARMLESS, INDEMNIFICATION AGREEMENT

In consideration for being allowed to enter The Beach premises, the undersigned, on his or her behalf, and on behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following conditions:

1. I represent that I am a Participant of age 18 or older, and/or I represent that I am the parent or legal guardian of the Participant(s) named below:

Participant Name Date of Birth

Participant Name Date of Birth

Participant Name Date of Birth

Participant Name Date of Birth

2. **THE UNDERSIGNED FOR MYSELF, THE PARTICIPANT(S) NAMED, AND OUR HEIRS, ASSIGNS, REPRESENTATIVES, AND NEXT OF KIN WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR MISCONDUCT OF ANY PERSON, THAT THE UNDERSIGNED AND/OR PARTICIPANTS MAY HAVE, OR THAT MAY SUBSEQUENTLY ACCRUE TO THE UNDERSIGNED AND/OR THE PARTICIPANTS, AS A RESULT OF THE UNDERSIGNED AND/OR THE PARTICIPANT(S) BEING ON THE PREMISES OF THE BEACH. THIS RELEASE IS INTENDED TO DISCHARGE IN ADVANCE SDH BEACH, LLC, A TEXAS LIMITED LIABILITY COMPANY, DOING BUSINESS UNDER THE ASSUMED NAMES OF THE BEACH AND THE BEACH AT CRAIG RANCH ("THE BEACH"), THE PROMOTERS, SPONSORS, LANDLORDS, OPERATORS, PROMOTING CLUBS, THE OFFICIALS, AND ANY INVOLVED MUNICIPALITIES OR OTHER PUBLIC ENTITIES (AND EACH OF THEIR RESPECTIVE PARTNERS, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, AGENTS AND EMPLOYEES) ("RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE UNDERSIGNED AND/OR THE PARTICIPANTS BEING ON THE PREMISES OF THE BEACH, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES MENTIONED ABOVE.**

3. The undersigned and/or Participants further understands that serious accidents and illnesses, including but not limited to dehydration and heat exhaustion occasionally occur during activities that may be conducted on the premises of The Beach, and that participants in such referenced activities occasionally sustain mortal or serious personal injuries, permanent disability, illness, emotional trauma, property damage, property loss, and/or other physical or emotional loss or harm as a consequence thereof. The undersigned and/or Participants further understands that bad weather is an inherent risk and danger involved of which The Beach has no control and which could also result in property loss and/or other physical or emotional loss or harm as a consequence thereof. **KNOWING THE RISKS OF SUCH ACTIVITIES, NEVERTHELESS, THE UNDERSIGNED AND/OR PARTICIPANTS HEREBY AGREE TO WILLINGLY ASSUME THOSE RISKS AND TO UNCONDITIONALLY AND IRREVOCABLY RELEASE AND TO HOLD HARMLESS ALL OF THE RELEASED PARTIES (THROUGH NEGLIGENCE, CARELESSNESS, OR OTHERWISE) MIGHT OTHERWISE BE LIABLE TO THE UNDERSIGNED AND/OR THE PARTICIPANTS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT OR ANY THEORY OF RECOVERY IN LAW OR EQUITY, WHETHER FOR COMPENSATORY OR PUNITIVE DAMAGES, EQUITABLE RELIEF OR OTHERWISE, AND WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED.**

4. **THE UNDERSIGNED AND/OR PARTICIPANTS ADDITIONALLY AGREE TO INDEMNIFY THE BEACH AND ITS PREDECESSORS, PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, MEMBERS, OPERATORS, PARTNERS, LANDLORDS, AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM ANY AND ALL DEFENSE COST OR EXPENSE ARISING FROM ANY AND ALL CLAIMS, INJURIES, LIABILITIES OR DAMAGE ARISING FROM PARTICIPATION IN ACTIVITIES CONDUCTED ON THE PREMISES OF THE BEACH.**

5. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on the undersigned, the Participants and their heirs, assigns, executors, administrators, successors, and representatives.

6. The undersigned hereby gives permission to The Beach to procure medical attention for the undersigned and/or Participants in the event of an accident or injury if the parent or legal guardian is not present. **THE UNDERSIGNED FURTHER AGREES TO PAY ALL COSTS OF MEDICAL CARE AND RELATED TRANSPORTATION OF THE UNDERSIGNED AND/OR PARTICIPANTS AND FURTHER AGREES TO INDEMNIFY THE INDEMNIFIED PARTIES FOR ANY SUCH COSTS AND EXPENSES.**

7. The undersigned and Participants agree to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the referenced activities. The undersigned and Participants recognize and acknowledge that such stated and customary terms, posted safety signs, rules, and verbal instructions may change at anytime and in The Beach's sole discretion.

8. The undersigned, on his or her behalf, and on behalf of the Participant(s) identified above, permits The Beach to videotape, film, photograph, record, own, publish, and republish information about the undersigned and/or Participants and reproductions of image, likeness and voice of the undersigned and/or Participants and to use the name of the undersigned and/or Participants for the purposes of advertising, promoting, and marketing of The Beach through any media. The undersigned and/or Participants acknowledge that the pictures or recordings taken while on The Beach's premises become the sole and exclusive property of The Beach. **THE UNDERSIGNED AND PARTICIPANTS RELEASE THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS THAT MIGHT ARISE FROM THE USE OF SUCH IMAGES AND RECORDINGS.**

9. This Agreement may be executed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document. Such deliveries shall be binding to the same extent as an original signature page.

I HAVE READ THIS WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Name: _____

Parent/Guardian Name (if applicable): _____

Parent/Guardian Signature (if Participant is under age 18): _____

Participant's Signature (if Participant is over age 18): _____

Date: _____

Emergency Contact Number(s): _____

Please list any allergies or medical conditions: _____