

# RELEASE AND WAIVER OF LIABILITY

I desire to participate or attend the SOLOS C-BOF's (the "**Activities**") on \_\_\_\_\_ provided or sponsored by Escapees, Inc. and its affiliates (the "**Company**"). In consideration of being permitted by the Company to participate in or attend the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I represent that I am physically capable of participating in the Activities, and that my recreational vehicle, other vehicles, and any other equipment I may use to participate in the Activities are in working condition. I agree to observe all applicable laws (including obtaining relevant licenses) and Activity rules and to conduct myself in a safe and prudent manner while participating in the Activities. I understand that although volunteers may be directing and assisting me to my parking area, it is the driver of the vehicle who is ultimately responsible for avoiding obstacles or dangerous situations and is solely responsible for any damage to my property or the property of others.

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

**I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), INCLUDING ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING IN ANY WAY TO THE ACTIVITIES OR MY PARTICIPATION IN SUCH ACTIVITIES, INCLUDING WHETHER ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER ANY SUCH CLAIMS.**

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement with respect to this matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Texas. Any claim or cause of action arising under this Release may be brought only in the courts located in Polk County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

I also, hereby consent that as a participant in the Activities, I am granting my permission to be filmed, videotaped, audio taped or photographed, and granting full use without compensation.

I understand that I will receive occasional email notifications of future Escapees events; however, I can opt-out of these notifications at any time.

**NOTICE: Waivers/releases of Event participants under the age of 18 must be signed by a parent or legal guardian!**

**BY SIGNING THE SOLOS C-BOF'S ATTENDANCE SHEET, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I, AND ALL PERSONS IN MY PARTY, ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I UNCONDITIONALLY RELEASE THE COMPANY FROM ALL CLAIMS AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

I understand that the liability waiver information above is for reference only and subject to change prior to the