

Wasteland Productions LLC

Release, Waiver, Indemnification and Hold Harmless Agreement

I (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under, or through me, as follows:

1. **Assumption of Risk.** I acknowledge that participating in events sponsored by Wasteland Productions LLC, whether or not in association with its franchisees or their employees (“Activity”) involves certain risks (some of which I may not fully appreciate) and that injury, death, property damage or personal harm could occur to others or me. I accept and voluntarily assume all risks of any injury, death, property damage, or personal harm caused in any way, or to any degree, by the negligence or gross negligence or other fault of Wasteland Productions LLC, and/or their affiliates, predecessors, successors, assignees, franchisors (and employees thereof), members, employees, officers, agents or insurers (“Released Parties”).
2. **RELEASE AND INDEMNIFICATION.** I further agree to waive any claim of negligence or gross negligence or other fault I may have against the Released Parties. **I further agree to release, defend and indemnify the Released Parties from and against any losses, liabilities, damages, costs or expenses (including but not limited to attorney fees, costs of court, and other expenses), claims or causes of action I have, or may ever have, caused by or arising from, in whole or in part, the negligence or gross negligence or other fault of the Released Parties. I understand that my agreement to waive all claims, and to release, defend and indemnify the Released Parties, is not limited as to time, and shall apply to each and every act of negligence or gross negligence, and each and every Activity, occurring at any time in the future.** The foregoing agreement to release, defend and indemnify shall extend to and include my participation in any Activity, and any travel to or from such Activity.
3. **Health and Insurance.** I understand that Wasteland Productions LLC strongly recommends that each club member have an annual physical examination and carry personal health and accident insurance.
4. **Policies and Procedures.** I agree to follow any policies instituted by the Released Parties, including policies designed to provide for my own safety, and I agree that failure to abide by those policies may result in expulsion from the Activity or legal action.
5. **Construction.** I understand that if any part of this Release, Waiver, Indemnification & Hold Harmless Agreement is deemed, by a court of competent jurisdiction, invalid or unenforceable as a matter of law, that this will not effect the validity or enforceability of the remainder of this Release, Waiver, Indemnification & Hold Harmless Agreement which shall continue to be in full force and effect. I understand and agree that this Release, Waiver, Indemnification & Hold Harmless Agreement shall be construed pursuant to Texas law.
6. **Consideration.** I agree that good and valuable consideration has been given in exchange for this agreement, including, but not limited to, the benefit I derive from participating in, or anticipating participation in, Activities.

I have carefully read and reviewed this Release, Waiver, Indemnification & Hold Harmless Agreement. I understand it fully and I execute it voluntarily. I agree that the Release and Indemnification contained in paragraph 2, above, is conspicuous, and that I have actual notice of the Release and Indemnification terms in such paragraph.

Guest Name (Printed)

Guest Name (Signature)

If under 18, Parent/Guardian Name (Printed)

If under 18, Parent/Guardian Name (Signature)

Date

Email

Emergency Contact Information:

Primary Contact/Relation & Phone Number