

INDIVIDUAL RELEASE OF LIABILITY WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

GUEST (OR GUARDIAN, IF THE GUEST IS A MINOR) VOLUNTARILY AND KNOWINGLY SIGNS THIS AGREEMENT IN CONSIDERATION FOR GUEST BEING ALLOWED TO ENTER UPON PROPERTY (THE "PROPERTY") OWNED BY THE H. E. BUTT FOUNDATION, LAITY RENEWAL FOUNDATION, AND/OR LAITY LODGE FOUNDATION (COLLECTIVELY, THE "FOUNDATIONS") AND/OR TO PARTICIPATE IN VARIOUS ACTIVITIES AND SERVICES PROVIDED BY THE FOUNDATIONS (THE "FOUNDATION ACTIVITIES").

GUEST **WAIVES** ANY RIGHT TO SUE OR CLAIM AGAINST FOUNDATIONS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, PREDECESSORS, HEIRS, SUCCESSORS, AND ASSIGNS (WHICH TOGETHER WITH FOUNDATIONS THEMSELVES CONSTITUTE THE "FOUNDATION PARTIES") FOR ANY ACT OR OMISSION BY THEM WHICH CAUSES GUEST ANY LEGALLY RECOGNIZED CLAIM OF HARM OR DAMAGE, INCLUDING TRANSMISSION OF COMMUNCIABLE DISEASE, OTHER ILLNESS, BODILY INJURY, OR DEATH. GUEST EXPRESSLY GIVES UP ANY RIGHT TO SUE OR CLAIM AGAINST FOUNDATION PARTIES FOR NEGLIGENCE OR GROSS NEGLIGENCE.

GUEST **RELEASES** ANY CLAIM GUEST MAY HAVE FOR ANY RECOVERY FROM FOUNDATION PARTIES FOR ANY ACT OR OMISSION BY THEM WHICH CAUSES GUEST ANY LEGALLY RECOGNIZED HARM OR DAMAGE, INCLUDING TRANSMISSION OF COMMUNCIABLE DISEASE, OTHER ILLNESS, BODILY INJURY, OR DEATH. GUEST EXPRESSLY GIVES UP ANY RIGHT TO RECOVER AGAINST FOUNDATION PARTIES FOR NEGLIGENCE OR GROSS NEGLIGENCE.

GUEST **EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS** FOUNDATION PARTIES FROM AND AGAINST ALL CLAIMS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, ARISING FROM GUEST'S ENTRY UPON THE PROPERTY AND/OR PARTICIPATION IN FOUNDATION ACTIVITIES. GUEST UNDERSTANDS THAT GUEST'S DUTY TO INDEMNIFY FOUNDATION PARTIES UNDER THIS PARAGRAPH INCLUDES CLAIMS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING FROM THE ACTS AND OMISSIONS OF NEGLIGENCE AND/OR GROSS NEGLIGENCE COMMITTED BY FOUNDATION PARTIES.

GUEST **AUTHORIZES** FOUNDATION PARTIES TO CONSENT TO MEDICAL, DENTAL AND SURGICAL TREATMENT DURING AN EMERGENCY INVOLVING AN IMMEDIATE DANGER TO THE HEALTH AND SAFETY OF GUEST. FOUNDATION PARTIES WILL BEAR NO LIABILITY FOR THE OUTCOME OF SUCH TREATMENT.

GUEST **ACKNOWLEDGES AND AGREES** THAT:

- THE PROPERTY AND FOUNDATION ACTIVITIES PRESENT RISKS TO THE PERSON AND PROPERTY OF GUEST, INCLUDING TRANSMISSION OF COMMUNCIABLE DISEASE, OTHER ILLNESS, BODILY INJURY, OR DEATH. GUEST ASSUMES ALL SUCH RISK AND RECONFIRMS GUEST'S WAIVER AND RELEASE FOR ALL CLAIMS WHICH COULD ARISE FROM THE REALIZATION OF SUCH RISKS.
- GUEST WILL OBEY THE LAWS OF TEXAS AND THE UNITED STATES OF AMERICA AND THE RULES, REGULATIONS AND POLICIES OF THE FOUNDATIONS. GUEST WILL FOLLOW THE INSTRUCTIONS AND DIRECTIONS OF THE FOUNDATIONS.
- GUEST WILL NEITHER POSSESS NOR USE FIREARMS, ALCOHOLIC BEVERAGES, OR ILLEGAL DRUGS, AND WILL NOT MISUSE PRESCRIPTION DRUGS WHILE ON THE PROPERTY OR WHILE PARTICIPATING IN FOUNDATION ACTIVITIES.
- GUEST AFFIRMS THAT FOUNDATION PARTIES HAVE NOT MADE ANY REPRESENTATIONS, WARRANTIES OR PROMISES WITH RESPECT TO GUEST'S LEGAL RIGHTS, REMEDIES OR RESPONSIBILITIES. GUEST HAS THE OPPORTUNITY TO SEEK LEGAL ADVICE FROM A PROFESSIONAL OF GUEST'S CHOICE REGARDING THE AGREEMENT. GUEST ACKNOWLEDGES THE SUFFICIENCY OF THE CONSIDERATION STATED IN THIS AGREEMENT AND WARRANTS THAT THE GUEST HAS

LEGAL AUTHORITY TO BIND GUEST AND/OR ANY OTHER PARTY FOR WHOM GUEST ACTS, SUCH AS A CHILD OR WARD. BY SIGNING THIS AGREEMENT GUEST DECLARES A KNOWING AND VOLUNTARY INTENTION TO BE BOUND BY THE AGREEMENT, ON BEHALF OF GUEST AND GUEST'S SPOUSE, HEIRS, MINOR CHILDREN, ASSIGNS AND LEGAL REPRESENTATIVES.

- GUEST AGREES THAT THIS AGREEMENT WILL BE GOVERNED EXCLUSIVELY BY THE LAWS OF TEXAS AND WAIVES ANY JURISDICTION AND VENUE OTHER THAN A TEXAS STATE DISTRICT COURT IN KERR COUNTY.
- GUEST AGREES THAT IF ANY PART OF THE WHOLE OF THIS AGREEMENT IS CONSTRUED AS UNENFORCEABLE, THE REMAINING PROVISIONS SHALL SURVIVE.
- GUEST ALLOWS PICTURES/VIDEO TO BE TAKEN OF GUEST AND USED IN OUTREACH BY FOUNDATIONS.

PRINTED NAME OF GUEST:

DATE:

PRINTED NAME OF GUARDIAN IF GUEST IS MINOR:

SIGNATURE OF GUEST OR GUARDIAN: