

Accident Waiver, Release of Liability, and Pond Rules

NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

WORK/HOME PHONE: _____ MOBILE PHONE: _____

VOLUNTARY WAIVER AND RELEASE

This Voluntary Waiver and Release Agreement (hereinafter "Agreement") is hereby executed by the undersigned (together with any heir, successor, representative or assign, guests, guests of guests; heirs, successors, representatives or assigns of guests, collectively as the "Undersigned(s)") in favor and for the sole and exclusive benefit of the Released Parties (as defined herein). In connection with the Undersigns rental of the Mobley pond located at 1450 CR 467, Wharton, Texas 77488 (hereinafter the "Property") which involves the use of the following, but not limited to; water filled pond, zip line, diving platform, outdoor kitchen, restroom, beach area, parking area, covered area, tables, chairs, and water toys (if provided in the original agreement).

The undersigned hereby certifies, warrants, represents, agrees and covenants to David Mobley and Amanda Mobley (hereinafter "Mobley"), owners of the Property, that the Undersigned, and all guests invited by and allowed onto the Property by the undersigned, is: (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE PROPERTY, (i) IMPAIR, PREVENT OR PROHIBIT THE UNDERSIGNED ENGAGING IN SUCH ACTIVITIES, (ii) BE AFECTED, AGGRIVATED OR WORSENT IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF UNDERSIGNEDS INVOLVEMENT AND PRESENCE ON THE PROPERTY; (2) OF SOUND MIND AND BOTY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR THE UNDERSIGNEDS ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTANDS THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT ON THE PROPERTY; (3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY UNDERSIGNEDS OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM MOBLEY OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK, RELEASE, AND INDEMNITY

THE UNDERSIGNED AGREES THAT THE UNDERSIGNED DERIVES A MATERIAL BENEFIT FROM THE RENTAL OF THE PROPERTY AND/OR THE UNDERSIGNEDS INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED AGREES AND ACKNOWLEDGES THAT THE RENTAL OF THE PROPERTY INVOLVES WATER, IS DANGEROUS, AND MAY INVOLVE ACIVITY, WHICH MAY BE POTENTIALLY HAZARDOUS, AND THE UNDERSIGNED HEREBY ASSUMES ALL RISKS ASSOCIATED WITH THE UNDERSIGNEDS RENTAL OF THE PROPERTY AND USE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, MENTAL DAMAGE



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AND THEFT. FURTHERMORE, THE UNDERSIGNED EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO THE UNDERSIGNEDS PRESENCEON THE PRROPERTY AND ANY ACTIVITY ASSOCIATED THEREWITH. THE UNDERSIGNED HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS MOBLEY AND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEATH, BODILY INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE (COLLECTIVELY, THE "LOSSES"), ARISING OUT OF OR RELATING TO THE UNDERSIGNEDS PRESENCE ON THE PROPERTY AND ALL ACTIVITIES ASSOCIATED THEREWITH, INCLUDING LOSSES CAUSED BY THE NEGLIGENCE, OR ALLEGED NEGLIGENCE, OF THE RELEASED PARTIES.

THE USE OF THE PROPERTY NATURALLY INVOLVES RISK OF INJURY, WHETHER THE UNDERSIGNED OR SOMEONE ELSE CAUSES IT. AS SUCH, THE UNDERSIGNED AGREES THAT HE/SHE UNDERSTANDS AND VOLUNTARILY ACCEPTS THE RISK AND AGREES THAT MOBLEY, AND ANY OF THEIR AFFILIATED ENTITLES OR HEIRS, SUCCESSORS, REPRESENTATIVES, FAMILY MEMBERS, FRIENDS, OR ASSIGNS (HEREINAFTER, COLLECTIVELY THE "RELEASEES") WILL NOT BE LIABLE FOR ANY INJURY, INCLUDING AND WITOUT LIMINATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS OR ANY DAMAGE TO THE UNDERSIGNED, THE UNDERSIGNED'S SPOUSE, THE UNDERSIGNED'S CHILDREN, GUEST OR RELATIVE (HEREINAFTER, COLLECTIVELY THE "UNDERSIGNED") RESULTING FROM THE NEGLIGENCE OF THE RELEASEES, THE UNDERSIGNED, OR ANYONE ELSE USING THE PROPERTY. IF THERE IS ANY CLAIM BY ANYONE BASED ON ANY INJURY, LOSS, OR DAMAGE DESCRIBED HEREINI, WHICH INVOLVES THE UNDERSIGNED, THE UNDERSIGNED AGREES TO: (1) DEFEND RELEASEES AGAINST SUCH CLAIMS; AND (2) INDEMNITY RELEASEES FOR ALL OBLIGATIONS RESULTING FROM SUCH CLAIMS. THIS DOCUMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS. ANY ACTION AT LAW, SUIT IN EQUITY, OR OTHER JURISDICTIONAL PROCEEDING ARISING IN CONNECTION WITH THIS DOCUMENT SHALL BE INSTITUTED ONLY IN THE COURTS OF WHARTON COUNTY, TEXAS.

WAIVER OF LIABILITY

The Undersigned agrees to release from all liability, discharge and promise not to take legal action against (i) Mobley; (ii) Releasees; (iii) any other guest, visitor, or person present using or working on the Property or equipment of Mobley and Releasees; and/ or (iv) the connection with any activities on the Property whether or not such activities take place outside of any premises owned or operated by Mobley and Releasees. This agreement releases Mobley and Releasees from any liability to the Undersigned for any losses, damages, claims or demand arising out of the Undersigned's personal injuries, damage to property or death, even if Mobley and Releasee's individual or collective negligence contributes to such personal injury, damage or death. The Undersigned hereby waives any and all claims or actions that may arise against Mobley and Releasees.

Such risks include, but are not limited to:

- (1) Injuries resulting from the negligence of Mobley and Releasees; or the negligence of guests, visitors or persons who may be present at the Property;
- (2) Injuries or death resulting from negligence by Mobley, Releasees, the Undersigned or by others;
- (3) Injuries resulting from, but not limited to; slips, trips, falls, drowning, burns, or other such accidents that occur while on the Property or which may be caused by other persons' presence on the Property;



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(4) Injuries resulting from participating in and/ or using the Property even those that may take place outside of any premises owned or operated by Mobley and Releasees; and

(5) Injuries that occur from the consumption of alcohol, illicit drugs, or prescription drugs. The Undersigned freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this agreement is signed.

MEDICAL ATTENTION

Undersigned agrees that the Released Parties are not responsible for medical attention that may be required. The Undersigned assumes full responsibility secure appropriate medical attention in the event of an accident, illness, or injury. Undersigned will also be responsible for any and all costs of medical coverage and treatment provided not covered by Undersigned's insurance.

IMAGE RELEASE

Undersigned further agrees that the Released Parties shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Undersigned's activity/performance while on the Property and to use Undersigned's name, likeness, and voice in connection therewith. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

GOVERNING LAW

The validity, interpretation, construction, and enforcement of this Agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Venue for any dispute arising out of this Agreement shall be in Wharton County, Texas. **THE WAIVER AND RELEASE GRANTED BY THE UNDERSIGNED HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. THE UNDERSIGNED AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.**

Undersigned hereby certifies that all information provided on ALL forms is true, accurate and complete in all respects.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THESE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO THE UNDERSIGNED THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED



