L IENDO PLANTATION CIVIL WAR WEEKEND WAIVER OF LIABILITY AND REGISTRATION AGREEMENT

- 1. In consideration for participating in the CIVIL WAR WEEKEND event at LIENDO PLANTATION, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LIENDO PLANTATION, its representatives, officers, servants, agents, and employees (here in after referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, myself, or any person I have brought to this activity, or to any property belonging to such, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
- 2. To the best of my knowledge, I, or my minor child or other persons I am responsible for, can fully participate in this activity. I am fully aware of the risks and hazards connected with the activity, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS OF PROPERTY, DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by myself, children and/or child under my guardianship or whom I have brought to this facility or any loss or damage to property as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my/their participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- 4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, my heirs, assigns and personal representative, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
- 5. I UNDERSTAND THAT LIENDO PLANTATION and its representatives, employees, directors and board members WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I, MYCHILDREN AND/OR ANY CHILD UNDER MY GUARDIANSHIP OR SUPERVISION MAY SUSTAIN.
- **6.** I further agree that I will assume the complete risk FOR MYSELF, MY CHILDREN OR THOSE UNDER MY GUARDIANSHIP OR SUPERVISION of any activity done in violation of any rule or directive or instruction.
- 7. I hereby authorize Liendo Plantation and the Civil War Weekend to use, reproduce, and/or publish any photographs and/or video or audio or other images that may pertain to me, including my image, likeness and/or voice without compensation or further notice, or those of my child/guardian/other person I am responsible for. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors. This material may also appear on the associated web page or related online areas, including social networking sites. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, the event may publish materials, use my name, photograph, and/or make reference to me in any manner that the event deems appropriate in order to promote and publicize this and future events.

BY INDICATING YOUR ACCEPTANCE OF THIS WAIVER OF LIABILITY AND REGISTRATION AGREEMENT, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND, BY YOUR ACCEPTANCE, A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.