

TEXPLEX, LLC
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (PARENT-GUARDIAN)

This Release and Waiver of Liability and Indemnity Agreement (the "Release") is made to release all liability for death, bodily injury, or damage of any kind that may arise while I or my children are on the property known as TexPlex Park in Midlothian, Ellis County, Texas 76065 (the "Property").

In consideration of being permitted to enter onto the Property, I acknowledge and agree to the following:

1. I, individually, and as the parent or legal guardian of the minor children named below, acknowledge and agree that all of the agreements made in this Release are made by me individually **and on behalf of each of my minor children named below**. *My use of the word "I," "me," or "my" in this Release shall refer to myself and each of the minor children named below.*
2. I expressly waive all rights I may have to bring any lawsuit, cause, or claim of any kind against the Owner for any damage, loss, cost, expense, fees and liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future that arise from my, or my minor child(ren)'s, use of or presence on the Property and result in my, or my minor children's, death, bodily injury, property damage, and other damage, including claims arising out of the Owner's sole, concurrent, or contributory negligence or strict liability.
3. I expressly release all claims and causes of action of any kind against the Owner for any damage, loss, cost, expense, fees and liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future that arises from my, or my minor child(ren)'s, use of or presence on the Property and results in my, or my minor children's, death, bodily injury, property damage, and other damage, including claims arising out of the Owner's sole, concurrent, or contributory negligence or strict liability.
4. I indemnify and hold the Owner harmless from all damage, loss, cost, expense, fees, or liability of any nature, kind or type, whether known or unknown, and whether now existing or that may arise in the future, in connection with or arising from the death, bodily injury, property damage, and other damage suffered by me or my minor child(ren), while I am/we are on the Property including but not limited to those arising from the sole, concurrent, or contributory negligence or strict liability of the Owner and others.
5. I assume full responsibility for any and all risk of bodily injury, death, property damage, and other damage to me and my minor children, including all loss, cost, expense, fees, or liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future, occurring while I am on the Property. I acknowledge that the activities, including, but not limited to, the riding in or operating speedboats or other watercraft; mountain biking, whether on a track, course, trail, or other area; driving or riding on "4-wheelers", all-terrain vehicles (or ATVs), utility task vehicles (or UTVs), motorcycles, dirt bikes, or other similar vehicles, whether on a racetrack, trail, or otherwise; camping; running trails; and shooting firearms – including attending activities in which firearm shooting is undertaken by others involve inherent risks (the 'Activities'). I acknowledge and understand that these Activities involve a significant degree of risk of death, bodily injury, property damage, and other damage to me or my minor child(ren).
6. I agree that, because of the inherent risks involved in the participation in or on any of the Activities, I have a duty to exercise good judgment and act in a responsible manner while on the Property and to obey all oral and/or written warnings while on the Property. Further, I agree that I have a duty to not participate in or on any of the Activities when under the influence of drugs, or alcohol, and to properly use all safety equipment and procedures provided. I agree to follow all Property rules, regulations, and safety procedures while on the Property.
7. I consent to the Owner obtaining emergency medical treatment for me should I become sick or injured while on the Property. Further, I agree that I am fully and solely responsible for the costs of such treatment and agreed to release, hold harmless, indemnify, and defend the Owner from any claims that may arise from such treatment.
8. I agree that the Owner has the absolute right, in the Owner's sole discretion, to remove me and my minor child(ren) from the Property for any reason and at any time.

9. I agree that this Release is effective upon signing and remains in effect for any subsequent visits to the Property by me and/or my minor child(ren).

I agree that the terms of this Release are intended to be as broad and inclusive as permitted by Texas law and to provide as comprehensive a waiver, release, and indemnification of the Owner as is possible.

I understand and agree that the term "Property" as used in this Release includes, but is not limited to, the following Property improvements or features, in addition to the land itself : (i) roads and roadways, (ii) paths and trails, (iii) waterways, docks, diving boards, and diving platforms, (iv) swimming pools, (v) buildings, (vi) heavy machinery and excavation areas, (vii) race tracks, (viii) running trails, (ix) campgrounds, (x) fencing, (xi) recreational facilities, (xii) firearm ranges, and trap, skeet, or other shooting sites, (xiii) other improvements, and (xiv) areas contiguous, attached, or appurtenant to the Property.

This Release inures to the benefit of TexPlex, LLC, Dig This Texas, LLC, Midlothian Event Center, LLC d/b/a Blaine Stone Lodge, Outdoor Adventures, LLC , and C&G Realty C, LLC, the Property owner, and their representatives, agents, employees, staff, officers, directors, affiliates, members, and managers, all of which are in the term "Owner." I acknowledge and agree that this Release is made for the benefit of all of those companies and people.

I give my consent for the Owner to use any photograph, videotape, or likeness of myself or my children, without compensation or remuneration, in advertising or promoting the Owner and Owner's business. Advertising and promotion would include but not be limited to print, digital, internet, and social media.

I have read and voluntarily signed this Release, without any pressure or coercion. There have been no oral representations, promises, statements, or inducements made to me to encourage my signing of this Release, other than as a condition of my ,and my minor child(ren), entering onto the Property. In case any one or more of the provisions contained in this Release shall for any reason be held to be invalid, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provisions in this Release, and this Release shall be construed as if such invalid or unenforceable provision had never been contained herein. This Release shall be binding upon my heirs, estate, executors, guardians, administrators, legal representatives, successors, and assigns.

I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS RELEASE. I UNDERSTAND THAT, AMONG OTHER THINGS, IT IS A WAIVER AND RELEASE OF ALL OF MY POTENTIAL CLAIMS FROM ME, INDIVIDUALLY, AND ON BEHALF OF MY CHILDREN NAMED BELOW, AGAINST THE OWNER FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, AND OTHER DAMAGE. I UNDERSTAND THAT I AM INDEMNIFYING AND HOLDING THE OWNER HARMLESS FROM ANY AND ALL POTENTIAL LIABILITY OF ANY KIND, INCLUDING THE SOLE, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE OWNER AND THE SOLE OR CONCURRENT STRICT LIABILITY OF THE OWNER, ARISING FROM OR IN CONNECTION WITH MY DEATH, BODILY INJURY, PROPERTY DAMAGE, AND OTHER DAMAGE. I AM EXPRESSLY ASSUMING ALL RISKS INHERENT, WHETHER KNOWN OR UNKNOWN, IN BEING ON THE PROPERTY AND PARTICIPATING IN ACTIVITIES ON THE PROPERTY.

Signatures

ADULT, PARENT, OR LEGAL GUARDIAN:

ON BEHALF OF MINOR CHILD(REN):

By: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Date: _____

Printed Name: _____