

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

This Release and Waiver of Liability and Indemnity Agreement (the “Release”) is made to, among other things, release all liability for death, bodily injury, or damage of any kind that may arise in connection with a Pure Adventure event sponsored by Father & Son Connection, Inc., a Texas non-profit corporation (“Father & Son Connection”) held on October 19, 2023 (the “Event”), including without limitation, while I or my children are on that certain property known as Circle M Farm, in Paris, Texas (the “Property”). The Property is owned by Kenneth Millsap (“Owner”).

In consideration for being permitted to attend the Event and enter onto the Property, I make the following agreements:

1. On behalf of myself and my minor children, I waive all rights to bring any lawsuit, cause of action, or claim of any kind against the Owner, Father & Son Connection, or their respective representatives, agents, employees, staff, officers, directors, volunteers, or counselors (collectively, the “Released Parties”) for any damages, losses, costs, expenses, and 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 the Event, including without limitation, from the death or bodily injury of me or my children, or property or other damage, occurring as a result of any of us attending the Event or being on the Property.

2. On behalf of myself and my minor children, I release the Released Parties from any damages, losses, costs, expenses, and 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 the Event, including without limitation, from the death or bodily injury of me or my children, or property or other damage, occurring as a result of any of us attending the Event or being on the Property.

3. On behalf of myself and my minor children, I indemnify and hold the Released Parties harmless for any damages, losses, costs, expenses, and liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future, that I or my children may suffer in connection with the Event, including without limitation, from the death or bodily injury of me or my children, or property or other damage, occurring as a result of any of us attending the Event or being on the Property. **THIS INDEMNITY IS ABSOLUTE AND COVERS NEGLIGENCE, STRICT LIABILITY, OR ACCIDENT.**

4. On behalf of myself and my minor children, I assume full responsibility for any and all risk of bodily injury, death, property damage, and other damage to me and my children, including all damages, losses, costs, expenses, and liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future, that I or my children may suffer in connection with the Event, including without limitation, from the death or bodily injury of me or my children, or property or other damage, occurring as a result of any of us attending the Event or being on the Property.

I understand and acknowledge that activities such as, but not limited to, kayaking, canoeing, swimming, hiking, volleyball, “zip” lining, climbing trees, archery, shooting firearms – including attending activities in which shooting bows and arrows, and firearms is undertaken by others – and participating in “paint ball” games, are inherently dangerous activities and involve a large degree of risk of death, bodily injury, or property and other damage. 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 and the other persons designated herein as is possible. **IT IS MY EXPRESS INTENT THAT THE RELEASED PARTIES SHALL BE RELEASED, INDEMNIFIED AND HELD HARMLESS PURSUANT TO THIS RELEASE FROM AND AGAINST ANY DAMAGES, LOSSES, COSTS, EXPENSES, AND LIABILITY OF ANY NATURE, KIND, OR TYPE, ARISING OUT OF RELEASED PARTIES’ SOLE OR CONCURRENT NEGLIGENCE.**

I hereby give my consent for the Owner to use any photograph, videotape, or likeness of me or my children, without compensation or remuneration, in advertising or promoting Father & Son Connection, or any program or activity offered by Father & Son Connection. Advertising and promotion could include but not be limited to print, digital, internet and social media.

I have read, understood 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 requiring this Release as a condition of me and my children voluntarily attending the Event and 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 HAVE CAREFULLY READ THIS RELEASE. I UNDERSTAND THAT, AMONG OTHER THINGS, IT IS A WAIVER AND RELEASE OF ALL POTENTIAL CLAIMS FROM ME, INDIVIDUALLY, AND ON BEHALF OF MY CHILDREN NAMED BELOW, AGAINST THE RELEASED PARTIES FOR DEATH, PERSONAL INJURY, OR PROPERTY AND OTHER DAMAGE. I UNDERSTAND THAT I AM INDEMNIFYING AND HOLDING THE RELEASED PARTIES HARMLESS FROM ANY AND ALL POTENTIAL LIABILITY OF ANY KIND ARISING FROM OR IN CONNECTION WITH MY DEATH, BODILY INJURY, PROPERTY OR OTHER DAMAGE. ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I AM EXPRESSLY ASSUMING ALL RISKS INHERENT, WHETHER KNOWN OR UNKNOWN, IN ATTENDING THE EVENT AND BEING ON THE PROPERTY AND PARTICIPATING IN ACTIVITIES AT THE EVENT.

Printed name of minor child: _____

Printed name of minor child: _____

Printed name of minor child: _____

I have read, understood and signed this Release on behalf of myself and my children, and my heirs, legal representatives, successors and assigns.

PARENT OR LEGAL GUARDIAN:

Signature

Printed Name

Date

Emergency Contact Name and Number