

# WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

In consideration for being allowed to enter the premises of The Beach, The SC, and/or Realty (herein collectively the "Facility"), the undersigned, on his or her behalf, and on behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following conditions:

1. I represent that I am a Participant of age 18 or older, and/or I represent that I am the parent or legal guardian of the Participant(s) named below:

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Participant Name	Date of Birth
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Participant Name	Date of Birth
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Participant Name	Date of Birth
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Participant Name	Date of Birth
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2. **THE UNDERSIGNED FOR MYSELF, THE PARTICIPANT(S) NAMED, AND EACH OF OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, REPRESENTATIVES, AND NEXT OF KIN WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE THAT THE UNDERSIGNED AND/OR PARTICIPANTS MAY HAVE OR THAT MAY SUBSEQUENTLY ACCRUE TO THE UNDERSIGNED AND/OR THE PARTICIPANTS AS A RESULT OF THE UNDERSIGNED AND/OR THE PARTICIPANT(S) BEING AT THE FACILITY, WHETHER OR NOT SUCH CLAIMS RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR MISCONDUCT OF ANY PERSON OR THE RELEASED PARTIES. THIS RELEASE IS INTENDED TO DISCHARGE IN ADVANCE SDH BEACH, LLC, A TEXAS LIMITED LIABILITY COMPANY, DOING BUSINESS UNDER THE ASSUMED NAMES OF THE BEACH AND THE BEACH AT CRAIG RANCH ("THE BEACH"), SDH COURTS, LLC, DOING BUSINESS UNDER THE ASSUMED NAMES OF THE SPORTS CABANA AND THE SC ("THE SC"), SDH REALTY, LTD. ("REALTY"), HBI MANAGEMENT SERVICES, LLC, A TEXAS LIMITED LIABILITY COMPANY, DOING BUSINESS UNDER THE ASSUMED NAME OF SPORTS RESORT ("HBI"), THE PROMOTERS, SPONSORS, LANDLORDS, TENANTS, OPERATORS, PROMOTING CLUBS, THE OFFICIALS, AND ANY INVOLVED MUNICIPALITIES AND OTHER PUBLIC ENTITIES (AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, AGENTS AND EMPLOYEES) ("RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE UNDERSIGNED AND/OR THE PARTICIPANTS BEING AT THE FACILITY.**

3. The undersigned and/or Participants further understands that serious accidents and illnesses, including but not limited to dehydration and heat exhaustion occasionally occur during activities that may be conducted at the Facility, and that participants in such referenced activities occasionally sustain mortal or serious personal injuries, permanent disability, illness, emotional trauma, property damage, property loss, and/or other physical or emotional loss or harm as a consequence thereof. The undersigned and/or Participants further understands that bad weather is an inherent risk and danger involved of which The Beach, The SC, Realty, and/or HBI have no control and which could also result in property loss and/or other physical or emotional loss or harm as a consequence thereof. In consideration of participating in the activities that may be conducted at the Facility, the undersigned and/or Participants represent that they understand the nature of such activities and that the undersigned and/or Participants are qualified, in good health, and in proper physical condition to participate in such activities. The undersigned and/or Participants acknowledge that if they believe the conditions of the activities are unsafe, the undersigned and/or Participants will immediately discontinue participation in the activities. **KNOWING THE RISKS OF SUCH ACTIVITIES, NEVERTHELESS, THE UNDERSIGNED AND/OR PARTICIPANTS HEREBY AGREE TO WILLINGLY ASSUME THOSE RISKS AND TO UNCONDITIONALLY AND IRREVOCABLY RELEASE ALL OF THE RELEASED PARTIES WHO MIGHT OTHERWISE BE LIABLE TO THE UNDERSIGNED AND/OR THE PARTICIPANTS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT OR ANY THEORY OF RECOVERY IN LAW OR EQUITY, WHETHER FOR COMPENSATORY OR PUNITIVE DAMAGES, EQUITABLE RELIEF OR OTHERWISE, AND WHETHER**

**KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER ARISING THROUGH THE NEGLIGENCE OR CARELESSNESS OF THE RELEASED PARTIES.**

4. **THE UNDERSIGNED AND/OR PARTICIPANTS ADDITIONALLY AGREE TO INDEMNIFY THE BEACH, THE SC, REALTY, HBI, AND ITS PREDECESSORS AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, AGENTS AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, EXPENSES, SUITS, AND PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES ARISING FROM ANY AND ALL CLAIMS, INJURIES, LIABILITIES OR DAMAGE ARISING FROM THE UNDERSIGNED AND/OR PARTICIPANTS BEING AT THE FACILITY. IT IS THE EXPRESS INTENT OF THE UNDERSIGNED AND/OR THE PARTICIPANTS THAT THEY EACH SHALL INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM THE CONSEQUENCES OF ANY OR ALL OF THE INDEMNIFIED PARTIES' OWN NEGLIGENCE OR FAULT, SPECIFICALLY INCLUDING SCENARIOS IN WHICH ANY OF THE INDEMNIFIED PARTIES IS, OR IS ALLEGED TO BE SOLELY NEGLIGENT OR AT FAULT.**

5. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on the undersigned, the Participants and their respective heirs, assigns, executors, administrators, successors, and representatives.

6. The undersigned hereby gives permission to The Beach, The SC, Realty, and/or HBI to procure medical attention for the undersigned and/or Participants in the event of an accident or injury if the parent or legal guardian is not present. **THE UNDERSIGNED FURTHER AGREES TO PAY ALL COSTS OF MEDICAL CARE AND RELATED TRANSPORTATION OF THE UNDERSIGNED AND/OR PARTICIPANTS AND FURTHER AGREES TO INDEMNIFY THE INDEMNIFIED PARTIES FOR ANY SUCH COSTS AND EXPENSES.**

7. The undersigned and Participants agree to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the referenced activities. The undersigned and Participants recognize and acknowledge that such stated and customary terms, posted safety signs, rules, and verbal instructions may change at any time and in the sole discretion of The Beach, The SC, Realty, and HBI.

8. The undersigned, on his or her behalf, and on behalf of the Participant(s) identified above, permits The Beach, The SC, Realty, and HBI to videotape, film, photograph, record, own, publish, and republish information about the undersigned and/or Participants and reproductions of image, likeness and voice of the undersigned and/or Participants and to use the name of the undersigned and/or Participants for the purposes of advertising, promoting, and marketing of The Beach, The SC, and HBI through any media. The undersigned and/or Participants acknowledge that the pictures or recordings taken while at the Facility become the sole and exclusive property of The Beach, The SC, Realty, HBI, and Realty. **THE UNDERSIGNED AND PARTICIPANTS RELEASE THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS THAT MIGHT ARISE FROM THE USE OF SUCH IMAGES AND RECORDINGS.**

9. This Agreement may be executed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document. Such deliveries shall be binding to the same extent as an original signature page.

**I HAVE READ THIS WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Parent/Guardian Name (if applicable): \_\_\_\_\_

Parent/Guardian Signature (if Participant is under age 18): \_\_\_\_\_

Participant's Signature (if Participant is over age 18): \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact Number(s): \_\_\_\_\_

Please list any allergies or medical conditions: \_\_\_\_\_