

TSP 2022 Covid-19 Wavier & General Liability Release

Texas Star Party

April 24 – May 1, 2022

Liability Release Form

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participating in and/or volunteering with the Texas Star Party (TSP), and that I willingly engage in TSP and its activities.

TSP 2022 RELEASE, WAIVER AND INDEMNITY AGREEMENT

RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD [IF APPLICABLE] ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TEXAS STAR PARTY, INC. ("TSP"), SOUTHWEST REGION OF THE ASTRONOMICAL LEAGUE, AND PRUDE GUEST RANCH ("RANCH"), THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (COLLECTIVELY, "THE RELEASEES").

I, _____ on behalf of myself (and my minor child(ren), if applicable)

[Print First and Last Name] [Print Child(ren)'s Name(s)]

I reside at _____ [Street Address] in _____ [City], _____ [State], _____ [Zip].

In consideration for allowing me (and my minor child(ren), if applicable) to attend the Texas Star Party 2022 event ("TSP 2022") on the grounds of the Ranch and, if applicable, to stay in the Ranch's guest facilities during the event, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. ACKNOWLEDGE that legal constraints currently imposed on Releasees, specifically the prohibitions against making vaccinations and showing proof of vaccinations preconditions to admission to TSP 2022, mean that Releasees cannot provide an environment that will be free from potential COVID-19 virus exposure, transmission or infection. Releasees do not function as insurers against exposure to, transmission of and infection with the COVID-19 virus, including any and all variants, known and unknown. Any variant of the original COVID-19 virus, known and unknown at this time, which may cause serious illness, injury or death by themselves, and may have additional aggravating effects, known and unknown, upon otherwise healthy persons and those with preexisting medical conditions.
2. ACKNOWLEDGE THAT ATTENDANCE AT TSP 2022 IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS ILLNESS,

INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of people, regardless of their education, training and past performance. I ACKNOWLEDGE that Texas law restricts TSP from requiring current COVID-19 vaccination or showing proof of vaccination as a requirement for attendance at TSP 2022. I FURTHER ACKNOWLEDGE that fellow attendees may provide inaccurate health information; and that a week of commingling with other attendees and persons from different locales (including land and air travel through other areas en route to TSP 2022) carries significant risks and possibility of exposure to, transmission of, and infection with the COVID-19 contagion and its variants, known and unknown; as well as any other effect that attendance may have on any other known or unknown preexisting medical condition. Attending Texas Star Party Event has inherent challenges to obtain medical services/treatment. Prude Ranch is in a remote part of west Texas. Because of the Ranch's remoteness, obtaining medical services may involve traveling a very significant distance. The Ranch has no on-site medical facilities to treat injured and/or Covid-19 related symptoms if you become infected. The nearest medical facility able to treat Covid-19 patients (very limited capacity) is located in the nearby town of Alpine (+/- 40 miles). Pecos (+/- 75 miles) is the next largest town with more capacity than Alpine. But medical services may be limited and the hospital facility might be unable to treat persons suffering from the COVID-19 virus, other serious illness or injury. The nearest major city with significant health care facilities, but limited ICU capacity is Odessa (+/- 150 miles). El Paso (+/- 200 miles) has more health care facilities and a larger number of ICU beds capable of treating for Covid-19 infection. Be Aware, hospitals capable of treating Covid-19 Patients are limited, long distances away from Prude Ranch, have limited number of ICU beds, limited health care providers. To obtain your best health care if you become infected with Covid-19 you will need to go to San Antonio (+/- 200 miles), Houston (600 +/- miles) , Austin (226 +/- miles), or Dallas-Fort Worth, Texas (500 +/- miles).

3. ACKNOWLEDGE THAT I VOLUNTARILY ASSUME THE RISK AND DANGER OF ILLNESS, INJURY OR DEATH INHERENT IN ATTENDANCE AT TSP 2022 AND/OR LODGING FACILITIES OWNED/OPERATED BY PRUDE RANCH OR ANY OTHER THIRD PARTIES I STAY AT DURING TSP 2022.

4. ACKNOWLEDGE THAT BY SIGNING, I RELEASE, DISCHARGE AND PROMISE NOT TO SUE RELEASEES, doing business under their own name(s) or any other name and/or any of its owners, directors, officers, employees, volunteers and agents, for any loss, liability, damages, or cost whatsoever, including any claims for damages, whether classified as incidental, consequential, or compensatory, whether presented as part of a tort, contract or any other claim or theory, arising out of or related to any loss, damage, or injury (including death) to my person or property.

5. ACKNOWLEDGE THAT I RELEASE AND DISCHARGE the Releasees from any claim that such Releasees were, are or may be negligent in connection with my TSP 2022 experience including, but not limited to, imposing or enforcing policies intended to mitigate exposure to, transmission of, and infection with the COVID-19 virus, including any and all variants, known and unknown, any of which may cause serious illness or injury or death.

6. ACKNOWLEDGE THAT I INDEMNIFY, AND SAVE AND HOLD HARMLESS Releasees from and against any loss, liability, damage or cost I may incur arising out of or in any way connected with attending TSP 2022. If I am required to leave TSP 2022 before it ends, I understand I will not receive any full or prorated refund for any days I miss.

7. ACKNOWLEDGE THAT I expressly understand and agree that this release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law (ATTEND SOLELY AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. ACKNOWLEDGE THAT this document is a contract and agree that if a lawsuit is filed

against the Releasees for any injury or damage in breach of this contract, it must be filed in the courts of record of Harris County, Texas, the laws of the State of Texas will apply, and the Undersigned will pay all attorney's fees and costs incurred by Releasees in defending such an action.

9. State that I am not now pregnant and that I have no history of medical problems that could be affected by the risks of attendance at TSP 2022. If any of these conditions apply to me, I understand that the high elevation and dry, dusty conditions may affect these conditions and I understand the risks to my health and choose to proceed. I also state that any information concerning vaccination I furnish is provided voluntarily in order to assist TSP and Ranch in providing as safe an event as is possible given environmental and legal restrictions. If I have provided the results of a PCR test, I affirm that the test sample was mine and that the results of the test pertain to my condition at the time of the test. I FURTHER PROMISE to monitor my health for any signs of infection, and if I develop any symptoms of a infection, promptly report to the designated officer, enter quarantine without objection or delay, and make prompt preparations for immediate departure from TSP 2022 without refunds from TSP or Ranch.

10. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I HAVE READ, INITIALED AND SIGNED WHERE INDICATED THIS ENTIRE RELEASE OF LIABILITY DOCUMENT CONSISTING OF THREE (3) PAGES. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE TSP AND RANCH, THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS, FROM ALL CLAIMS, RIGHTS, DEMANDS, OR DAMAGES UNDER ANY AND ALL LEGAL THEORIES. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION OF RELEASEES ALLOWING ME OR MY CHILD ADMISSION TO TSP 2022 AND/OR RANCH'S GUEST LODGING AND OTHER FACILITIES. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF A WEEK UNDER PRISTINE WEST TEXAS SKIES AND THE COMPANY OF OTHER LIKE-MINDED AMATEUR AND PROFESSIONAL ASTRONOMERS.

[Date]

[Signature]

TEXAS STAR PARTY, INC. COVID-19 MITIGATION PROTOCOLS (as of October 21, 2021)

TSP originally intended to require proof of current vaccination as a condition to attending the star party in order to mitigate the risk of potential COVID-19 virus exposure, transmission or infection among attendees, volunteers, and Ranch employees. Everyone should be aware of the risks inherent in any large gathering of people traveling from diverse areas which may or may not be experiencing community spread of the COVID-19 virus, including any and all variants, known and unknown, any of which may cause serious illness or injury or death to TSP attendees, volunteers, agents, and employees of the Prude Ranch, and the public at large.

Travel through other areas en route to TSP 2022 and a week on the Ranch carry a significant possibility of infection from the contagion and its variants, participation in the star party may aggravate preexisting medical conditions, and serious injury at the Ranch are all possibilities. Attendees are cautioned that medical facilities at the Prude Ranch are virtually non-existent; those located in surrounding towns may not be able to treat COVID-19 cases, aggravated preexisting conditions or serious injury, and the location of the closest major hospital is Odessa, TX, approximately 150 miles from the Ranch.

TSP continues to face challenges in this declared pandemic condition. As of the date of your registration, TSP 2022 is scheduled for April 24 to May 1, 2022. The changes in the state of public health between registration and the event are unknown, and the legal climate is likewise fluid.

In addition to these challenges, the State of Texas enacted a law (Senate Bill No. 968), and the Governor issued an Executive Order (No. GA-40), that prevent TSP from requiring vaccination or showing proof of vaccination for admittance to the star party. Texas may enact and enforce additional laws that affect these concerns. TSP advises attendees that it is providing as much information as is currently known so that they may make an informed decision whether or not to attend and participate in TSP 2022, understanding fully that by attending TSP 2022 under the declared COVID-19 pandemic conditions and legal restrictions on mitigation protocols, attendees assume all risks of harm to their health and that of their loved ones and the public.

TSP cannot provide an environment that will be free from potential COVID-19 virus exposure, aggravation of preexisting medical conditions, or other serious injury. TSP does not function as an insurer against these risks. However, TSP is committed to doing its part to make the star party as safe and enjoyable as possible by strongly encouraging full vaccination prior to traveling to the Ranch. In addition, TSP has implemented and will enforce a set of protocols it will enforce before and during the star party. In TSP's judgment, they do not conflict with and are in accordance with CDC guidelines, GA-40, SB 968, and laws duly enacted or declared by federal, state and local authorities between registration and April 24. These protocols include:

- Prior to entry, an attendee must provide a negative result PCR molecular COVID-19 test taken within 72 hours of the time a person seeks admission to the Ranch, or voluntarily upload proof of full vaccination when applying to attend. TSP is very concerned with the health and safety of our staff and attendees during TSP 2022. Anyone not complying with one or the other requirement will not be permitted to enter the Ranch. Attendees who do not provide a negative PCR Covid-19 test or voluntarily submit their vaccination record will not be approved to attend TSP 2022.
- All attendees will submit to random non-invasive temperature checks on request. Any attendee who registers a temperature in excess of 101° will be quarantined immediately and may be required to depart from the event promptly without refunds or credits from TSP or the Ranch.
- Masks are required for all indoor activities, including meetings, lectures and meals. Efforts will be

made to hold events outside as much as possible, conditions permitting. Attendees are required to furnish their own masks in sufficient quantity for the week. Anyone not masking up indoors will be required to leave the building. Repeat offenders will be ejected from the Ranch.

- Attendees must comply with social distances between telescope sites and among themselves. Use your own eyepieces and do not touch other attendees' equipment without permission.
- Use of hand sanitizing stations installed at various places around the Ranch is strongly advised.
- Cleaning and sanitizing public areas, including restrooms, by the Ranch will occur. Attendees are advised to report non-compliant conditions.
- Meal services may experience delays due to reduced line and seating capacities. To the extent possible, meals may be served in areas other than the dining hall, including outdoors.
- Attendees staying in covered housing on- and off-Ranch are strongly encouraged to clean and sanitize their living quarters frequently and wear masks while indoors.
- Attendees are required to self-monitor and self-report suspected COVID-19 symptoms to designated TSP personnel. If symptoms arise, TSP will require immediate quarantine and departure of the affected attendee without refunds or credits from TSP or the Ranch (attendees are strongly encouraged to make advance contingency evacuation plans in the event that they are required to leave early due to onset of symptoms, aggravation of preexisting medical conditions, or serious injury).
- Attendees will also be required to read, and acknowledge that they have read and accepted the online waiver and liability release agreement form when they apply to attend and register for TSP 2022, and abide by the terms and conditions of the protocols in effect and agreement.
- TSP will update these protocols as required by posting them on the official TSP website. Attendees are required to monitor the TSP website for amendments to policies and protocols, and follow those in place at the time of the event. Attendees are required to furnish information for at least one (1) emergency contact not attending TSP.
- Violation of any of the protocols or resistance to compliance will be sufficient grounds to deny admission to or eject the offender from the star party without refunds or credits from TSP or the Ranch. If any applicant has any doubt as to their intent and ability to comply with these protocols, they should not attend.

TSP doesn't want to be the bad guy. Nobody regrets having to impose and enforce these protocols more than TSP Staff and Management. Those who freely sacrifice their time and effort to planning, hosting and staffing the event want everyone to enjoy the TSP experience under conditions as safe as can be managed, given the present pandemic and legal climates, and for what may happen in the future. In the spirit of cooperation and understanding, we can have a great TSP 2022. We're all in this together! Together, we can make this work for all!

PRINT NAME

Now that you know the rules ... have fun!

SIGN NAME

DATE