



Texas Star Party

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

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].

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU ("I", "ME", THE "RELEASOR") 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 ASTRONOMICAL LEAGUE AND THE SOUTHWEST REGION OF THE ASTRONOMICAL LEAGUE ("SWARL"), AND THE TEXAS STAR PARTY, INC. ("TSP") THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (COLLECTIVELY, "THE RELEASEES").

In consideration for allowing me (and my minor child(ren), if applicable) to attend the Texas Star Party event ("TSP 2023") on the grounds of the Prude Guest Ranch (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 Texas law restricts TSP from requiring current COVID-19 vaccination or showing proof of vaccination as a requirement for attendance at TSP 2023. This means Releasees cannot ensure an environment that will be free from potential COVID-19 virus exposure, transmission or infection, including any and all variants, known and unknown, any of which may cause serious illness or injury or death.
2. ACKNOWLEDGE THAT ATTENDANCE AT TSP 2023 IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS ILLNESS, INJURY, AND IN SOME CASES, DEATH, due to personal injury from activities on the ranch and significant possibilities of exposure to, transmission of, and infection with the COVID-19 contagion and its

variants, known and unknown; that obtaining medical services may involve traveling a very significant distance because Ranch has no on-site medical facilities.

3. ACKNOWLEDGE THAT I VOLUNTARILY ASSUME THE RISK AND DANGER OF ILLNESS, INJURY OR DEATH INHERENT IN ATTENDANCE AT TSP 2023.
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 2023 experience including, but not limited to, imposing or enforcing

INITIALS: _____

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 2023.

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. ACKNOWLEDGE and represent that I am not now pregnant (if I am female) and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by attendance at TSP 2023. If any of these conditions apply to me, I understand that the Ranch's high elevation and dry, dusty conditions may affect these conditions and I understand the risks and choose to assume the risks that may exist. I also state that any information concerning vaccination I furnish is provided voluntarily in order to assist TSP 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 and make preparations for immediate departure from TSP 2023 without refunds from TSP.

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, RELEASOR, HAVE READ THIS ENTIRE RELEASE OF LIABILITY DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE TSP, ITS 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 AND/OR MY CHILD ADMISSION TO TSP 2023. 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] - RELEASOR