



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 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's Total Solar Eclipse event ("TSP 2024") on the grounds of the Latham Springs Camp & Retreat Center (the "Center") and, if applicable, to stay in the Center'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 although federal authorities have announced the end of declared states of emergency and mandates to mitigate the spread of COVID-19 and that the states of emergency ended or may end prior to, during or after TSP 2024, 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 2024 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 communicable contagions, 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 2024.

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 their 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 2024 experience including, but not limited to, imposing or enforcing policies intended to mitigate exposure to,

INITIALS: _____



Texas Star Party

transmission of, and infection with communicable contagions, 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 2024.

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 that I am aware that the event is held at a remote site where medical facilities and attention are not easily accessible; that if I suffer from an illness or condition requiring prompt attention from medical professionals, there is a significant chance that such care may not be available in time to prevent harm to me or any member of my party or family, and TSP does not assume any risk of harm from any inability to obtain medical attention as quickly as I may need. I FURTHER PROMISE to monitor my health for any signs of infection, and if I develop a temperature exceeding 101°F, promptly report to the designated officer and make preparations for immediate departure from TSP 2024 without refunds from TSP.

10. ACKNOWLEDGE that TSP does not guarantee clear skies or appropriate conditions for witnessing the Total Eclipse of the Sun.

11. 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 2024. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE ONCE-IN-A-LIFETIME EXPERIENCE OF WITNESSING A TOTAL SOLAR ECLIPSE IN TEXAS AND IN THE COMPANY OF OTHER LIKE-MINDED AMATEUR AND PROFESSIONAL ASTRONOMERS, EVEN THOUGH NO ONE CAN GUARANTEE CLEAR SKIES.

[Date]

[Signature] - RELEASOR

INITIALS: _____