

## Waiver, Release, Hold Harmless and Agreement Not to Sue

I, \_\_\_\_\_, fully understand that my participation in the 2023 Smoke on the water event put on by the Redford Ranch Foundation occurring on September 21, 2023, through September 24th, 2023 (hereinafter "Event") exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this Event and agree to assume any such risks.

I hereby release, discharge, and agree not to sue the Redford Ranch Foundation, an organization, its representatives, agents or volunteers for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the Event from whatever cause, including the active or passive negligence of Redford Ranch Foundation, its representatives, agents or volunteers, or any other participants in the Event. The parties to this agreement understand that this document is not intended to release any party from any act or omission of gross negligence, as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Event, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless Ryan Barr, an individual, his representatives, agents, or volunteers from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Event.

In addition, I hereby release, discharge, and agree not to sue the city of Aransas Pass TX, its representatives, agents or volunteers for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the Event from whatever cause, including the active or passive negligence of the city of Aransas Pass tx, its representatives, agents or volunteers, or any other participants in the Event. The parties to this agreement understand that this document is not intended to release any party from any act or omission of gross negligence, as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Event, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless Redford Ranch Foundation, its representatives, agents, or volunteers from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Event.

**I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.**

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Signature of Participant

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Date