

CONSENT TO THE TERMS OF USE OF
THE JAMES B HARRISON FOUNDATION PROPERTIES
RELEASE, HOLD HARMLESS AND INDEMNITY
AND MEDICAL AUTHORIZATION, INDEMNITY AND WAIVER AGREEMENT

1. **The Owner** – The James B Harrison Foundation (hereinafter, the “Owner”) is a non-profit, charitable organization that owns the properties Harrison-Long Point, Harrison-Burr, Harrison-Thompsons (hereinafter, the “Harrison Properties”).
2. **I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.**
3. **RELEASE, HOLD HARMLESS, and INDEMNITY AGREEMENT – As consideration for the Owner’s permission for me/my child to enter upon and use the Harrison Properties and to participate in activities at the Harrison Properties, I agree to RELEASE and HOLD HARMLESS the Owner (and any of their employees, agents, or volunteers) from any and all liability, claims, costs and causes of action arising out of or related to any damages or personal injury, including death, that may be sustained by me/my child while using the Harrison Properties or participating in activities on the Harrison Properties, or while traveling to or from the Harrison Properties, or in any way related to any activity or event at the Harrison Properties, and regardless of whether such damages or injuring, including death, may result or is alleged to result in full or in part from the Owner’s wrongful act. Further, I agree to INDEMNIFY the Owner (and any of their employees, agents, or volunteers) from and against any and all claims, actions, costs, expenses, damages, and death, suffered by me/my child at the Harrison Properties, or while traveling to or from the Harrison Properties, or in any way related to any activity or event at the Harrison Properties, and regardless of whether such injury, or damages, including death, may result or is alleged to result in full or in part from the Owner’s (or any of their employee’s, agent’s or volunteer’s) negligence or gross negligence or other wrongful act. My agreement to INDEMNIFY the Owner (and any employees, agents, or volunteers) for any and all claims actions, costs, expenses, liabilities and damages includes, but is not limited to, liability or settlement payments made by the Owner (or any of their employees, agents, or volunteers) or the Owner’s (or any of their employee’s, agent’s, or volunteer’s) insurers, if any, as well as litigation defense costs and attorney’s fees incurred by the Owner (or any of their employees, agents, or volunteers) or their insurers, if any. I further agree that I have read and understand this RELEASE, HOLD HARMLESS, and INDEMNITY provision, and that it is conspicuous.**
4. **MEDICAL AUTHORIZATION, INDEMNITY and WAIVER** – I understand the Owner (and their respective employees, agents, or volunteers) cannot be expected to anticipate or control all of the risks associated with the activities or events conducted at the Harrison Properties and that the Owner (and employees, agents, or volunteers) may need to respond to illnesses, accidents, injuries, and potential emergency situations. Therefore, **I hear by give my consent for any medical treatment, rescue or evacuation services that may be required** (as determined by the Owner or employees, medics, emergency personnel, or other medical professionals) during my/my child’s participation in the activities or events at the Harrison Properties with the understanding that the cost of any such treatment will be my responsibility. **I, for myself, and on behalf of my children and our respective heirs, personal representatives or assigns,** agree to indemnify and hold harmless the Owner (and their employees, agents, or volunteers) for any costs incurred to treat me/my child, even if an employee of the Owner has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the document. **I, for myself, and on behalf of my children and our respective heirs, personal representatives or assigns,** further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, the Owner

(and their employees, agents, and volunteers) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Owner (and their employees, agents, or volunteers).**

5. **ACKNOWLEDGEMENT of CONSIDERATION and VOLUNTARY SIGNATURE** – In signing this agreement, I acknowledge that I have read the entire agreement, understand it, and have voluntarily signed it as my own free act. The Owner has not made, and I have not relied upon, any oral representations different from the terms contained in this agreement. I understand that the Owner's granting of permission for me/my child to enter upon the Harrison Properties and to potentially participate in activities on or related to the Harrison Properties. I understand that I can choose not to sign this document and free myself from the terms and obligations in this document, but I/my child will not be granted access to the Harrison Properties
6. **ACKNOWLEDGEMENT and ASSUMPTION of RISKS** – I understand that there are numerous dangerous conditions, risks and hazards (both natural and man-made) at and around the Harrison Properties, and that I/my child may be exposed to dangerous water and terrain conditions, dangerous activities by myself/my child and others (including but not limited to archery, shooting, swimming, camping, hiking, etc) defective equipment, fall hazards, poisonous plants and creatures, dangerous animals, and other risks. I voluntarily assume all risks and responsibility, for myself/my child, for any injury, death, or damages arising out of or related to the Harrison Properties or the activities on the Harrison Properties.
7. **SEVERABILITY** - I expressly agree that these terms of use of the Harrison Properties, including the Release, Hold Harmless and Indemnity Agreement, are intended to be as broad and inclusive as permitted by the law of the State of Texas and that if any part of any provision is held to be invalid, it is agreed that all other provisions shall continue in full legal force and effect, notwithstanding any invalid provisions.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY.

By signing this document, you are giving up the legal rights which you or your child might otherwise have possessed. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it, and instead should consult a legal advisor.

SIGNED this _____ day of _____, 20_____

Participant Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

***If participant is under 18 years old, Parent or Legal Guardian Signature is required.*

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____

In case of an emergency, contact: _____

At the following number: _____

Release of Rights to Likeness, Voice and Related Information

1. **The Owner** - The James B Harrison Foundation (hereinafter, the "Owner") is a non-profit, charitable organization that owns the property known as the Harrison-Long Point, Harrison-Burr, Harrison-Thompsons (hereinafter, the "Harrison Properties").
2. **RELEASE OF RIGHTS TO LIKENESS, VOICE AND RELATED INFORMATION – As consideration for the Owner's permission to enter upon and use the Facility, I permit the Owner to record, own, publish and republish information about me and/or my property and reproductions of my likeness and my voice for educational, marketing and publicity purposes with, on or through any medium.**

I acknowledge that the pictures or recordings taken of me and/or my property then become the sole and exclusive property of the Owner.

I release the Facility and the Owner from any and all claims that might arise from the use of these images and recordings.

3. **Acknowledgement of Consideration and Voluntary Signature** -- In signing this agreement, I acknowledge that I have read the entire agreement, understand it, and have voluntarily signed it as my own free act. The Owner has not made, and I have not relied upon, any oral representations different from the terms contained in this agreement. I understand that the Owner does not have to grant me access to the Facility and that I am signing this agreement in consideration for the Owner's granting of permission for me to enter upon the Facility and to potentially participate in activities on or related to the Facility. I understand that I can choose not to sign this document and free myself and from the terms and obligations of this document, but I will not then be granted access to the Facility.
4. **Severability** -- I expressly agree that these terms of use of the Harrison Properties, including this release, are intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any part of any provision is held to be invalid, it is agreed that all other provisions shall continue in full legal force and effect, notwithstanding any invalid provision.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. By signing this document, you are giving up legal rights which you might otherwise have possessed. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it, and instead should consult a legal advisor.

Participant's Printed Name: _____

Participant's Signature: _____ Date: _____

***If participant is under 18 years old, Parent or Legal Guardian Signature is required.*

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____