

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for being allowed to tour the following property: 2,825.659 acres of land, more or less, out of Tract 2, H. Hosea League, Abstract 57, Matagorda County, Texas, (the "Property"), I hereby expressly and knowingly **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Texas AgriLife Research, Texas A&M University, and The Texas A&M University System, **ITS REGENTS, OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES** (hereafter "RELEASEES") from any and all liability, claims, demands, actions and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the Property where the tour is being conducted.

2. I am fully aware of the risks involved and hazards connected with touring the Property, including but not limited to transportation accidents, personal injuries, and loss or destruction of personal property. I elect to voluntarily participate in this activity with full knowledge such activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE RELEASEES** or otherwise.

3. I agree to abide by the directives of the tour guides. I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my sole responsibility.

4. I further **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, they may incur due to my participation in this activity, **WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE RELEASEES** or otherwise.

5. I understand that neither Texas AgriLife Research, Texas A&M University, nor The Texas A&M University System, maintains any commercial insurance policies covering any circumstance arising from my participation in this tour or any activity associated with or facilitating such participation.

6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES**. I further agree this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

7. **I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AND MY SIGNATURE EVIDENCES MY INTENT TO BE BOUND BY ITS TERMS.**

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 2012.

Print Participant's Name

Participant's Mailing Address and Phone

Participant's Signature (required)

Emergency Contact Name and Phone Number