



Agreement of Voluntary Participation, Acknowledgement of Risk, and Release of Liability

Express Assumption of Risk Associated with all Yard Mule Specialists, Inc. sponsored events and/or activities

I hereby confirm that I am voluntarily participating in a Yard Mule Specialists, Inc. (YMS) sponsored event and/or activity. If I am a YMS employee, I fully understand my attendance or participation is not required as part of my job in any manner, and that my attendance is strictly optional, irrespective of where this YMS event/activity takes place. I also understand and accept that YMS is acting only as an agent in arranging the event, activities, and other services, and is not responsible for any cancellations, delays, accidents, injuries, loss, or damages that occur due to any default or act of any organization or company engaged in conducting the event or activity, carrying out any arrangements for such event, or rendering services connected with them, nor by the default or act of any associated restaurant, shop, or their employees.

I AGREE TO EXPRESSLY AND UNCONDITIONALLY TAKE FULL RESPONSIBILITY FOR MY ACTIONS AND FOR THE ACTIONS OF THOSE UNDER MY CONTROL. I ASSUME ALL RISKS, HAZARDS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING TO, OR INCIDENTAL TO, MY INVOLVEMENT IN ANY YMS-SPONSORED ACTIVITY OR EVENT.

Alcohol will likely be present, and I understand it is fully my own obligation to drink responsibly and to not provide alcohol to minors. I understand that YMS reserves the right to limit alcohol consumption. I further understand that YMS is not responsible for the content of any food or drink that I consume, and that I am solely responsible for any damage to my health, known or unknown, that I may have. I also understand that all YMS policies on behavior including those on violence, harassment, discrimination, and general conduct are in effect. I further agree to fully abide by these standards or to accept dismissal from the event and/or activity for refusing to adhere to them.

Release of Liability and Waiver of Claims

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE YMS AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (referred to collectively as the 'Released Entities'), FOR, FROM, AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN ANY AND ALL YMS-SPONSORED EVENTS OR ACTIVITIES, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT, CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR IN EQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY HAVE AS A RESULT OF MY PARTICIPATION IN ANY YMS-SPONSORED EVENTS OR ACTIVITIES. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM ANY INJURY OR DAMAGE THAT I MAY SUFFER OR CAUSE DURING MY PARTICIPATION IN YMS-SPONSORED EVENTS OR ACTIVITIES, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN, OR WHETHER RESULTING FROM NEGLIGENCE.

1. I hereby grant the Released Entities permission to take and use photographs, video, film and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the Releasees using those images for any purposes.
2. I certify and affirm that I am: (a) free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself, or in conjunction with any other circumstance, including but not limited to those activities associated with the event, (i) impair, prevent or prohibit me from engaging in such event or activities or (ii) be affected, aggravated or worsen in any way as a result, directly or indirectly, of my involvement in such event; and (b) of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair my ability to enter into this agreement.
3. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.
4. I hereby authorize the Released Entities to use their best judgment to secure appropriate medical attention for me in the event of an accident, illness or injury. I understand that I shall be responsible for any and all costs of medical coverage and treatment provided.
5. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Venue for any dispute arising out of this Agreement shall be in Brazoria County, Texas.
6. Participant agrees to defend and hold the Released Entities harmless from any loss or damages, including attorneys' fees and costs, sustained by the Releasees, or any one or more of them, as a result of Participant's rescission of this Agreement or breach of its covenants or agreements contained in this paragraph.
7. THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE RELEASEES MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.
8. PARTICIPANT HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED ON THIS FORM IS TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS.

I HAVE FULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP MY LEGAL RIGHT TO SUE OR MAKE ANY CLAIM BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant

Name of Participant (please print)

Date

Address

Emergency contact

Email (optional)

phone #

phone #

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these agritourism activities and programs for myself, my heirs, assigns, and next of kin.

Signature of parent or legal guardian

Printed Name of Minor

Date

if participant is a minor, and by their signature, they on my behalf release all claims both they and I have.