



Agritourism Participant Release of Liability and Acknowledgement of Risk Form

Express Assumption of Risk Associated with all Triplett LLC Activities

I, _____ ("Agritourism Participant") do hereby certify, affirm and acknowledge that I have been fully informed of, and understand the inherent hazards and risks associated with the agritourism recreational activities available via Triplett LLC, and/or its directors, employees, volunteers, agents or representatives, (jointly and separately, an "Agritourism Entity") including, but not limited to, any and all water-related activities, zip line, off-road riding, hiking, hunting, gun sports, and/or any other activities, including the rental and use of equipment and any transportation associated therewith. **I EXPRESSLY AND UNCONDITIONALLY ASSUME ALL RISKS, HAZARDS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO MY INVOLVEMENT IN ANY RECREATIONAL ACTIVITY.**

Inherent dangers, hazards and risks may include, but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. These activities take place outdoors and therefore include the risks associated with exposure to uneven terrain or surfaces, elements, excessive heat, excessive cold, objects and/or water (naturally occurring or man-made), that could cause serious injury and/or death.
4. My own negligence and/or the negligence of others, including, but not limited to: operator error, and guide decision-making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, and/or animals or waterborne illness, including naegleria fowleri.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, or any other instances, which may diminish my/our reaction time and increase the risk of accident.

***IMPORTANT: I understand the description of these risks is not complete and that unknown or unanticipated risks may result in serious injury, illness, or death. I hereby agree to be solely responsible for my own (and/or my minor's) safety and to take every reasonable action and precaution to provide for my own safety and well-being while participating in any of the activities of Triplett LLC.**

Release of Liability and Waiver of Claims

*In consideration for being permitted to participate in ANY activities described above and any related agritourism activities, I hereby acknowledge, and agree that: **I RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, ECONOMIC LOSS, COSTS AND EXPENSES, OR OTHER DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR AGRITOURISM ENTITIES, HEREIN REFERRED TO AS RELEASEES: *JEFF TRIPLETT, MARY TRIPLETT, AND *TRIPLETT, LLC.**

1. I jointly and severally release the above-named agritourism entity Releasees, their heirs, successors, officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever, and hereby waive any and all claims or causes that I, my estate, heirs, survivors, executors, or assigns may have for personal (physical or mental) injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in any Triplett LLC agritourism activities, or otherwise. I am aware that the Releasees require strict adherence to its standards of safety and conduct, and I further agree to fully abide by these standards or to accept dismissal for refusing to adhere to them.
2. I hereby grant the Releasees 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.
3. 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 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.
4. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.
5. I hereby authorize the Releasees 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.
6. 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.
7. Participant agrees to defend and hold the Releasees 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.
8. 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.
9. 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.

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.

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.