



EAGLE EYE SAFARIS® EVENT RELEASE

WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND HOLD HARMLESS AGREEMENT

THIS DOCUMENT WAIVES AND RELEASES SUBSTANTIAL LEGAL RIGHTS, PLEASE READ THIS CAREFULLY

1. Participation in the *Eagle Eye Safaris Tours* may involve the risk of injury to you or your guest, whether or not someone else causes it. **Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by the *Eagle Eye Safaris®* Event, you understand and voluntarily accept this risk and agree that *Eagle Eye Safaris®*, its agents, owners, partners, representatives, servants, officers, directors, employees, volunteers, and independent contractors (hereinafter referred to as “Releasees”) will not be liable for any injury, including without limitation, personal, bodily, mental injury, economic loss or any damage, harm, or losses to you, your spouse, guests, unborn child, or relatives resulting from any conduct, negligence, negligence *per se*, recklessness, carelessness, act or omission of *Eagle Eye Safaris®*, including that of any of its agents, owners, partners, representatives, servants, employees, officers, directors, volunteers or independent contractors or anyone acting on *Eagle Eye Safaris®* behalf, or that of any other person, corporation or entity. In exchange for participating in the *Eagle Eye Safaris®* Event, you hereby release, waive, discharge and covenant not to sue *Eagle Eye Safaris®*, its agents, representatives, officers, servants, and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any harms, losses, economic losses, bodily damage or injury, including death, that may be sustained by you, or damage or loss to any property belonging to you, whether caused by the negligence, negligence *per se*, recklessness or carelessness of the Releasees, or of any other person, corporation or entity, while participating in the Event, or while in, on or upon the premises where the Event is being conducted, while in transit to or from the premises, or in any place or places connected with the Event.**

2. By your signature below, you acknowledge that you are fully aware that there may be risks and hazards connected with your participation in the Event, and you are fully aware that there may be risks and hazards unknown to you connected with participating in the Event, and, by your signature below, you hereby elect to voluntarily participate in the Event, to enter upon any premises being utilized by the Event, and engage in Event activities knowing that conditions may be hazardous, or may become hazardous or dangerous to you and/or your property. You agree and covenant to voluntarily assume full responsibility for any risks of harms, losses, property damage or personal or bodily injury, including death, that may be sustained by you, or any loss or damage to property owned by you, as a result of your being a participant in the Event, whether caused by the negligence, negligence *per se*, recklessness or carelessness of Releasees or otherwise.

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3. INDEMNITY: You further hereby agree to indemnify, defend and save and hold harmless the Releasees and each of them, against any harms, losses, liability, claims, demands, actions, damages or defence costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury, illness, disease, danger to yourself or your property, death or property damage brought by you, your guests, or minors, even if *Eagle Eye Safaris*® or its agents, representatives, employees, servants, volunteers, or officers were negligent, negligent *per se*, reckless or careless. These terms are intended to satisfy the express negligence test. You, and on behalf of yourself, your heirs and / or successors, further agree not to sue Releasees, its entities, its officers, agents, employees, representatives, owners, partners and all others as a result of any injury, paralysis or death that may result in connection with this Event.

4. It is your express intent that this Release shall bind you, your guests, members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

5. If any provision of this Waiver of Liability, Indemnity Agreement and Hold Harmless Agreement is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. You further agree that if Eagle Eye Safaris® is required to initiate any legal action to enforce the terms of this Agreement or to collect any amounts due, that venue for such an action shall be proper in Dallas County, Texas regardless of where you may reside or claim a domicile.

In signing this release, I acknowledge, agree and represent that:

A. I have read the foregoing Waiver of Liability, Indemnity Agreement and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed;

B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;

C. I am at least eighteen (18) years of age and fully competent; and

D. I UNDERSTAND THAT EAGLE EYE SAFARIS® IS RELYING UPON MY STATEMENTS ABOVE IN ALLOWING ME TO PARTICIAPTE IN THIS EVENT AND ITS ACTIVITIES.

E. I execute this Waiver of Liability, Indemnity Agreement and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same.

In witness, whereof, I have hereunto set my hand and seal this ____ day of _____, _____.

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____

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