

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

BY SIGNING THIS DOCUMENT, I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HOUSTON GROUND ANGELS, A TEXAS NONPROFIT CORPORATION (the “Corporation”).

Mission Number: _____

Passenger(s): _____

The individual named above (referred to as “I” or “me”) desires to be transported around the Houston area by the Corporation (the “Activity”). As lawful consideration for the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (the “Agreement”).

I hereby irrevocably release the Corporation and its directors, officers, employees, volunteers, sponsors, agents, and insurers (collectively, the “Released Parties”) from any and all claims and unconditionally agree for myself, my estate, representatives, spouse, heirs, next-of-kin, insurers, successors, and assigns, as follows:

- 1. ASSUMPTION OF RISK.** My choice to participate in the Activity is knowing, voluntary, and made for my personal benefit. I UNDERSTAND THAT PARTICIPATION IN THE ACTIVITY INVOLVES INHERENT RISKS AND DANGERS, INCLUDING RIDING IN AN AUTOMOBILE AND OTHER RISKS ASSOCIATED WITH BEING TRANSPORTED NOT KNOWN TO ME OR REASONABLY FORESEEABLE AT THIS TIME. These risks and dangers may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment, or automobiles. I understand and have considered the risks involved, and I voluntarily and freely choose to assume these risks.
- 2. RELEASE FROM LIABILITY.** I FULLY AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL INJURIES (INCLUDING DEATH), LOSSES, DAMAGES, CLAIMS (INCLUDING NEGLIGENCE CLAIMS), DEMANDS, LAWSUITS, EXPENSES, AND ANY OTHER LIABILITY OF ANY KIND, OF OR TO ME, MY PROPERTY, OR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONCERNING, OR RELATING TO MY PARTICIPATION IN THE ACTIVITY, EVEN IF IT IS DUE TO THE NEGLIGENCE, OMISSION, OR OTHER FAULT OF THE RELEASED PARTIES.

THIS AGREEMENT RELEASES AND WAIVES ALL CLAIMS THAT I MAY HAVE BASED ON THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW ARISING FROM OR RELATED TO MY PRESENCE, OBSERVATION, OR PARTICIPATION THE ACTIVITY, AND/OR THE PRESENCE, OBSERVATION, OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST (INCLUDING MINORS) ACCOMPANYING ME DURING THE ACTIVITY.

- 3. INDEMNIFICATION.** I WILL DEFEND, INDEMNIFY, HOLD HARMLESS, AND REIMBURSE THE RELEASED PARTIES FROM AND FOR ALL DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING LEGAL FEES), INCURRED BY THE RELEASED PARTIES OR PAID BY THEM TO ANY PERSON (INCLUDING ME OR MY INSURERS), IN RESPECT OF ANY ACCIDENT, INJURY (INCLUDING DEATH), LOSS, OR PROPERTY DAMAGE, HOWEVER CAUSED, RESULTING FROM MY PARTICIPATION IN THE ACTIVITY. I WILL REIMBURSE THE RELEASED PARTIES IF ANYONE MAKES A CLAIM AGAINST THE RELEASED PARTIES IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACCIDENT I MAY BE INVOLVED IN OR ANY INJURY, LOSS, DAMAGE TO ME, OTHER PARTIES, OR PROPERTY, HOWEVER CAUSED.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the Released Parties, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my property arising out of, concerning, or relating to my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injury, loss, or damage sustained by me, other parties, or my property, even if it is due to the negligence, omission, or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against the Released Parties.

5. **INTEGRATION.** This Agreement constitutes the sole and entire agreement of the Released Parties and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, with respect to such subject matter.

6. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. **CHOICE OF LAW AND FORUM.** This Agreement is binding on and shall inure to the benefit of the Released Parties, me, and our respective successors and assigns. All matters arising out of, concerning, or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the STATE OF TEXAS without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any claim or cause of action arising out of, concerning, or relating to this Agreement may be brought only in the federal and state courts located in HARRIS COUNTY, TEXAS, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Signed:

Date:

Printed Name:

Signed:

Date:

Printed Name:

PLEASE FILL OUT BELOW IF INDIVIDUAL NAMED ABOVE IS UNDER 18 YEARS OLD

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Signed:

Date:

Printed Name of Parent or Legal Guardian:
