

**YOUR ADVENTURE INC. RELEASE AGREEMENT**

For and in consideration of the payment of the admission price, being allowed to participate in the athletics/sports program, activities and related events, and being allowed to use the facilities and services hereinafter described, the undersigned (hereinafter referred to as "Customer") understands, acknowledges and agrees to the terms and provisions hereinafter set forth.

1. **INHERENTLY DANGEROUS ACTIVITIES:** All sports, athletic and related activities offered by Your Adventure Inc are inherently dangerous and serious injuries, including death or permanent disability, as well as severe social and economic losses, can and possibly will happen while participating in them. As a result, Your Adventure Inc and any of its staff, employees, representatives and agents will not be responsible for any accidents, bad directions, injuries or damages equipment that may occur during the participation of the Customer in any activities while on the property, whether related to participation of the Customer in Your Adventure Inc activities or not, regardless of fault. If you join or participate in any Your Adventure Inc activities, you do so at your own risk.
2. **Waiver:** This Agreement must be signed by the Customer before commencement of participation by the Customer in any Your Adventure, Inc activity or the use of any equipment. By signing this Agreement, the Customer accepts any and all responsibility for any personal injury incurred during participation by the Customer in any Your Adventure Inc event.
3. **Age:** A. Customer acknowledges, understands and agrees that in order to participate in the "adult activities" of Your Adventure, Inc he/she must be at least eighteen (18) years of age. Customer states that he/she is at least eighteen (18) years of age on the date this Agreement is signed.  
B. In the event that the Customer or participant is under the age of eighteen (18) years of age, Customer can only participate in the activities designated for minor participants, and then only if this Agreement is signed by the duly authorized and appointed Guardian of the said minor Customer. By executing this agreement, the undersigned states and represents to Your Adventure Inc that he/she is at least eighteen (18) years of age or is the legal Guardian of the said minor participant and is authorized by law to sign this Agreement for the minor participant.
4. **Activities:** This Agreement, and all of its terms, shall apply to all activities sponsored by, or in which Your Adventure Inc is in any way involved, including but not necessarily limited to, rope challenge courses, canoeing and adventure racers, held at or on the DFW Adventure Park property and shall include any activity held by DFW Adventure Park. In regards to any Hummer related activities, Your Adventure Inc. is not responsible for any damages to the vehicles in use or the person driving the vehicle, everyone driving the vehicles are required to have a driver's license, and any and all rules provided by the trail guide staff are to be followed by all participants.
5. **Customer Rules of Conduct:** Customer acknowledges, understands and agrees to comply, at all times while on the premises of the DFW Adventure Park or participating in any program or activity of Your Adventure Inc, with the Rules of Conduct, which are hereinafter attached and incorporated by reference for all purposes as Exhibit "B" to this Agreement. Violation of any of the said Rules of Conduct may, at the sole option and discretion of Your Adventure Inc., result in suspension of the Customer's participation in any event, expulsion of the Customer from the activity, and/or expulsion of the Customer from the property of the DFW Adventure Park.
6. **RELEASE:** By signing this Agreement, the undersigned, for himself, his heirs, representatives successors or assigns, does hereby release, discharge and hold harmless Your Adventure, Inc., DFW Adventure Park, and any of their employees, agents, subcontractors and representatives from any and all liabilities, obligations, damages injuries or losses, whether known or unknown, now existing or which may arise in the future, from or as a result of the entry onto the property of DFW Adventure Park or the participation in any event or activity of Your Adventure Inc, or any other entity or organization on the property of DFW Adventure Park, or from the use of any equipment of facilities of Your adventure Inc or DFW Adventure Park from and after the date of signing of this Agreement.
7. **INDEMNIFICATION:** To the fullest extent permitted bylaw, the Customer shall indemnify and hold harmless Your Adventure Inc., DFW Adventure Park, and any of its employees, agents, representative or subcontractors, in and against all claims, damages, losses, obligations, judgments, costs and expenses including, but not limited to, the damages, judgments, settlement amounts, defense costs, and attorneys fees incurred by them in defending itself in any lawsuit arising out of or resulting from any of the following:
  - a. Performance or participation of Customer in any activities or events hereunder
  - b. The negligence of Your Adventure Inc., DFW Adventure Park or their employees, agents, representative or subcontractors.It is the intention of the parties hereto that this provision comply with the express negligence test and that any costs, expenses, liabilities, judgments, or obligations incurred by Your Adventure, Inc or DFW Adventure Park, arising out of or resulting from the activities and events sponsored by either of them on the property owned, used controlled or leased by either DFW Adventure Park or Your Adventure Inc.
8. **Agreement Binding:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, assigns, and legal representatives.
9. **Invalid Provisions:** If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
10. **Attorney Fees:** Each party hereto acknowledge, understands and agrees that it shall be entitled to collect attorneys' fees in the event enforcement or interpretation of this note and underlying obligation is required through the courts of an authorized jurisdiction.
11. **Entire Agreement Clause:** This instrument, with attachments, contains the entire agreement between the parties relating to the rights herein granted, and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect unless in writing and signed by the parties to be charges.
12. **Texas Law:**This Agreement shall be construed under and according to the laws of the State of Texas, from time to time in force and effect.
13. **Customer Representations and Requirements:** By executing this agreement, the Customer acknowledges and represents that he has:
  - a. read this agreement and understands same and signs it voluntarily;
  - b. That he currently maintains a policy of valid and sufficient medical and accident insurance which will cover any injuries received by Customer during his participation in any activities or events hereunder;
  - c. He has the right to consult legal counsel prior to the execution hereof; and
  - d. **HE HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING SAME, AND SIGNS SAME FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

SIGNED IN DUPLICATE on the date first above written.

**CUSTOMER:**

**YOUR ADVENTURE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Agent