

## **RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISKS, HOLD HARMLESS and INDEMNITY AGREEMENT**

### **READ CAREFULLY: BY SIGNING THIS DOCUMENT YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS**

1. In consideration for being present, attending, observing and participating in the Earthdance, Sweat Lodge, Vision Quest and other events at the JENSEN RANCH a/k/a DEER DANCER RANCH, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, **I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** JENSEN RANCHES INC., LIFEQUEST, INC. THE CENTER FOR CREATIVE RESOURCES, INC., JACK E. JENSEN, ALLISON J. JENSEN, WILLIAM S. TAEGEL, JUDITH L. YOST and their officers, directors, agents, staff, managers, faculty, guides, assistants, employees, contractors, and successors (all herein after referred to collectively as RELEASED PARTIES), **from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of, or related to, any loss, damage, or injury, including death**, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, premises defects on the JENSEN RANCH or otherwise, while I am present, attending, observing and/or participating at any event and activity on the JENSEN RANCH in Colorado County, Texas.

2. I acknowledge awareness and I have been cautioned that being on and participating in activities at the JENSEN RANCH are inherently perilous and dangerous. I am further aware that the activities are strenuous and challenging. I have awareness that being in woodlands, rangelands, creeks and ponds on the JENSEN RANCH with life stock, wild game, snakes and the natural environment is hazardous. I am fully aware of the risks and hazards connected with all activities on the JENSEN RANCH including Earth Dance, Sweat Lodge and Vision Quest. I agree to make certain that I am well informed, prepared and competent to handle all risks associated with the activities in which I engage. I accept personal responsibility and I agree to consult a physician regarding my medical condition, particularly with regard to Sweat Lodge temperatures that may exceed 150° Fahrenheit, and to take such other steps necessary to ascertain that I am physically fit and capable of safely engaging in all activities in which I engage in on the JENSEN RANCH.

3. I agree that I will not participate in any activity that I am not fully prepared for, knowledgeable of and confident that I can fully safely participate in activity. I acknowledge I hereby elect to voluntarily participate in said activity, and to engage in such activity knowing that the activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being activity on the JENSEN RANCH, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASED PARTIES, premises defects or otherwise.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASED PARTIES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASED PARTIES, premises defects or otherwise.

5. It is my expressed intent that this RELEASE OF LIABILITY, ASSUMPTION OF RISKS & HOLD HARMLESS and INDEMNITY AGREEMENT and the ARBITRATION AGREEMENT shall bind the members of my family and spouse (if any), if I am alive, and my estate, heirs, survivors, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE and to INDEMNIFY the RELEASED PARTIES. I hereby further agree that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be construed in accordance with the laws of the State of Texas.

6. I UNDERSTAND THAT RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY OR ILLNESS I MAY SUSTAIN DURING THIS ACTIVITY. I also understand that I am urged by RELEASED PARTIES to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the event and activities of the transportation to and from said event and activities.

7. I further agree to become familiar with the procedures of the RELEASED PARTIES concerning participant conduct and not to violate any procedures, directive or instruction made by the person or persons in charge of said event and activity and that I will further assume the complete risk of any activity done in violation of any recommendation procedure, rule, directive, and/or instruction.

8. ARBITRATION AGREEMENT: I agree and elect to exclusively engage in Confidential Binding Arbitration to resolve any controversy or CLAIMS OF LIABILITY arising from any and all activities, events, and occurrences at the JENSEN RANCH. Any arbitration will be administered by the American Arbitration Association in accordance with its commercial arbitration rules. I agree the sole and exclusive place of arbitration shall be Houston, Harris County, Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing RELEASE OF LIABILITY, ASSUMPTION OF RISKS & HOLD HARMLESS and INDEMNITY AGREEMENT and ARBITRATION AGREEMENT understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; and I execute this RELEASE for full, adequate and complete consideration fully intending to be bound by same.

This agreement shall remain effective throughout 2018.

I have hereunto set my hand on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant