

**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**

**I. Parties**

1.01 The Parties to this Release & Waiver of Liability, Assumption of Risks, Hold Harmless and Indemnity Agreement are referred to as:

- a. **RELEASEE**
- b. **RELEASED PARTIES**

**II. Definitions**

2.01 “**RELEASEE**” is defined as the individual, whose name and signature appears on the last page and last line of this Release, Waiver and Agreement.

2.02 “**RELEASED PARTIES**” are defined as each individual and entity listed below:

- a. THE CENTER FOR CREATIVE RESOURCES, INC. a/k/a EARTHTRIBE and its officers, directors, agents, managers, faculty, staff, assistants, employees, vision guides, supporters, contractors, and successors.
- b. JENSEN RANCHES INC., a/k/a DEER DANCER RANCH and its officers, directors, agents, managers, faculty, staff, assistants, employees, vision guides, supporters, contractors, and successors.
- c. JACK E. JENSEN
- d. ALLISON J. JENSEN
- e. WILLIAM S. TAEGEL
- f. JUDITH L. YOST
- g. JYL SCOTT REAGAN

**III. Preamble**

3.01 WHEREAS, the **RELEASEE** desires to be present, attend, observe and participate in events of the **RELEASED PARTIES** including, but not limited to, the Earthdance, Sweat Lodge, Vision Quest and other events, sponsored by the **RELEASED PARTIES** at various locations, including but not limited to, the JENSEN RANCH a/k/a DEER DANCER RANCH, located in Colorado County, and the FLYING BUFFALO PROPERTY of WILLIAM S. TAEGEL and JUDITH L. YOST located in Hays County.

#### IV. Provisions

4.01 For valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, the **RELEASEE**, hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the **RELEASED PARTIES**, from any and all injuries, communicable illnesses, COVID-19 virus, damages, 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 or otherwise, while I am present on, attending, observing and/or participating at any event and activity of the **RELEASED PARTIES** at any location including, but not limited to, DEER DANCER RANCH and the FLYING BUFFALO PROPERTY.

4.02 I acknowledge awareness, and I have been cautioned that being on and participating in activities at the DEER DANCER RANCH and the FLYING BUFFALO PROPERTY 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 properties with livestock, wild game, snakes and the natural environment is hazardous. I am fully aware of the risks and hazards connected with all activities of the **RELEASED PARTIES** 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 with the **RELEASED PARTIES** on their properties and all other locations.

4.03 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 accept full responsibility for protecting myself and maintaining social distancing involving risks of COVID-19, and 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, WHETHER CAUSED BY THE NEGLIGENCE OF **RELEASED PARTIES**, premises defects or otherwise.

4.04 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, resulting from claims due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF **RELEASED PARTIES**, premises defects or otherwise.

4.05 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.

4.06 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 insurance to cover me, my dependents and heirs for any personal injury to myself, which may be sustained during the event and activities of the transportation to and from said event and activities.

4.07 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 I further assume the complete risk of any activity done.

4.08 ARBITRATION AGREEMENT: I waive and relinquish my right to a trial by jury. 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 involving activities with the **RELEASED PARTIES**. 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 2021.

I have hereunto set my hand on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Printed Name of Releasee

\_\_\_\_\_  
Signature of Releasee