

LITTLE WOODROW'S

WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

In consideration for being allowed to participate in all activities and events associated with or occurring on, near, or adjacent to the premises or property upon which the Activity occurs, the undersigned, on their behalf, and on behalf of the minor Participant identified below, acknowledges, appreciates, understands, and expressly agrees to the following, including, but not limited to any waiver, release, hold harmless, and indemnification agreements contained herein or afforded to LW WEBSTER, LLC, A TEXAS LIMITED LIABILITY COMPANY, DBA LITTLE WOODROW'S, its owners, licensees, members, directors, operators, employees, managers, agents, representatives, landlords, or assigns (hereinafter collectively referred to as "LITTLE WOODROW'S"):

ACTIVITY: LITTLE WOODROW'S BIG SLIDE RIDE ("ACTIVITY")

1. I represent that I am the parent or legal guardian of the Participant and that I have legal authority to sign this Waiver, Release, Hold Harmless, and Indemnification Agreement on behalf of myself and Participant.

2. AS CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THESE ACTIVITIES AND USE THE PREMISES, FACILITIES, AND/OR ANY ASSOCIATED OR ADJACENT FACILITIES, THE UNDERSIGNED FOR THEMSELVES, AND AS PARENT AND/OR LEGAL GUARDIAN OF THE PARTICIPANT, AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, SPOUSES, SIBLINGS, PERSONS WITH GUARDIANSHIP OR ANY PARENTAL RIGHTS TO PARTICIPANT, RELATIVES, ASSIGNS, REPRESENTATIVES, AND NEXT OF KIN WAIVES, RELEASES, AND DISCHARGES ANY AND ALL CLAIMS FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE THAT THE UNDERSIGNED AND/OR PARTICIPANT MAY HAVE OR THAT MAY SUBSEQUENTLY ACCRUE TO THE UNDERSIGNED AND/OR THE PARTICIPANT AS A RESULT OF THE UNDERSIGNED AND/OR THE PARTICIPANT IN THE ACTIVITY EVENT AND/OR ANY EVENT OR ACTIVITY ASSOCIATED WITH THE ACTIVITY, WHETHER OR NOT SUCH CLAIMS RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR MISCONDUCT OF ANY PERSON OR THE RELEASED PARTIES. THIS RELEASE IS INTENDED TO DISCHARGE IN ADVANCE LITTLE WOODROW'S, THE PROMOTERS, LANDLORDS, TENANTS, OPERATORS, PROMOTING VENDORS, AND ANY INVOLVED PERSONS AND/OR ENTITIES (AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) ("RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY IN ANY WAY, WHETHER CONCEIVABLE OR NOT, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE UNDERSIGNED AND/OR THE PARTICIPANT IN THE ACTIVITY EVENT, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF THE NEGLIGENCE, GROSS NEGLIGENCE, OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES.

3. The undersigned and/or Participant further understand that serious accidents, injuries, and illnesses, including but not limited to personal injury, including, but not limited to injury from another participant and/or animal involved in the activity, non-activity, pre-existing medical condition, dehydration, and heat exhaustion occasionally occur during activities conducted and/or in any way associated with the ACTIVITY, and that Participant in such referenced activities occasionally sustain injury or damages, including, but not limited to mortal, or minor or serious personal injuries, permanent disability, illness, emotional trauma, property damage, property loss, and/or other physical or emotional loss or harm as a consequence thereof. The undersigned and/or Participant further understands that bad weather is an inherent risk and danger involved of which LITTLE WOODROW'S has no control and which could also result in property loss and/or other physical or emotional loss or harm as a consequence thereof. In consideration of participating in the activities that may be conducted and/or in any way associated with the ACTIVITY, the undersigned and/or Participant represent that they understand and expressly acknowledge the nature of such activities that the undersigned and/or Participant are qualified, in good health, and in proper physical condition to participate in such activities. The undersigned and/or Participant acknowledge that if they believe the conditions of the activities are unsafe and/or in any way have concerns, the undersigned and/or Participant will immediately discontinue participation in the activities.

4. KNOWING THE RISKS OF SUCH ACTIVITIES, NEVERTHELESS, THE UNDERSIGNED AND/OR PARTICIPANT HEREBY AGREE TO WILLINGLY ASSUME THOSE RISKS AND TO UNCONDITIONALLY AND IRREVOCABLY RELEASE AND TO HOLD HARMLESS ALL OF THE RELEASED

PARTIES WHO MIGHT OTHERWISE BE LIABLE TO THE UNDERSIGNED AND/OR THE PARTICIPANT FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT OR ANY THEORY OF RECOVERY IN LAW OR EQUITY, WHETHER FOR COMPENSATORY OR PUNITIVE DAMAGES, EQUITABLE RELIEF OR OTHERWISE, AND WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, CONCEIVABLE OR NOT CONCEIVABLE, WHETHER ARISING THROUGH THE NEGLIGENCE, GROSS NEGLIGENCE, OR CARELESSNESS OF THE RELEASED PARTIES.

5. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on the undersigned and/or Participant and their heirs, assigns, executors, administrators, successors, and representatives.

6. The undersigned and/or Participate hereby give permission to LITTLE WOODROW'S to procure medical attention for the undersigned and/or Participant in the event of an accident or injury if the parent or legal guardian is not present, but it is understood that LITTLE WOODROW'S has no obligation to procure medical attention, nor will LITTLE WOODROW'S be held responsible for any failure to procure medical attention, which procurement is solely within LITTLE WOODROW'S sole discretion. **SHOULD LITTLE WOODROW'S CHOOSE, AT ITS SOLE DISCRETION, TO PROCURE MEDICAL ATTENTION, THE UNDERSIGNED FURTHER AGREES TO BE RESPONSIBLE FOR AND TO PAY ALL COSTS OF MEDICAL CARE AND RELATED TRANSPORTATION OF THE UNDERSIGNED AND/OR PARTICIPANT AND FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY SUCH COSTS AND EXPENSES.**

7. The undersigned and Participant agree to comply with all stated and customary terms, posted safety signs, rules and regulations, and verbal instructions as conditions for participation in the referenced activities. The undersigned and Participant recognize and acknowledge that such stated and customary terms, posted safety signs, rules and regulations, and verbal instructions may change at any time and in the sole discretion of LITTLE WOODROW'S.

8. The undersigned, on his or her behalf, and on behalf of the Participant identified herein, permits LITTLE WOODROW'S and its designee to videotape, film, photograph, record, own, publish, and republish information about the undersigned and/or Participant and reproductions of image, likeness and voice of the undersigned and/or Participant and to use the name of the undersigned and/or Participant for the purposes of advertising, promoting, and marketing of the ACTIVITY through any media. The undersigned and/or Participant acknowledge that the pictures or recordings taken during the ACTIVITY Event become the sole and exclusive property of LITTLE WOODROW'S. **THE UNDERSIGNED AND PARTICIPANT RELEASE THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS THAT MIGHT ARISE FROM THE USE OF SUCH IMAGES AND RECORDINGS.**

9. This Agreement may be executed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means whatsoever intended to preserve the original graphic and pictorial appearance of a document. Such deliveries shall be binding to the same extent as an original signature page.

[Signature and Participant information on following page.]

LITTLE WOODROW'S BIG SLIDE RIDE

WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

I HAVE READ THIS WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I declare under penalty of perjury (under the laws of the State of Texas and of the United States of America) that I have legal authority to execute this Waiver, Release, Hold Harmless, and Indemnification Agreement ("Agreement") for myself and/or on behalf of the Participant named below and that I have read and fully understand and agree to the terms set forth in the Agreement.
