

## **RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS**

This release and acknowledgment is given to and applies to the following persons and entities (collectively referred to herein as “Released Parties”), as a condition to Releasor obtaining permission for entrance onto the property known as the Comanche Springs Astronomy Campus (the “Premises”):

Three Rivers Foundation for the Arts and Sciences  
3RF Sciences, LLC

The undersigned (“Releasor”) hereby acknowledges and understands that Released Parties make no warranty, either express or implied, as to the condition of the Premises located in Foard County, Texas, or of any roads, buildings, gates or other improvements located thereon. This instrument serves to warn Releasor and make Releasor aware of, appreciate, and understand that dangerous conditions, risks, and hazards do exist that can cause Releasor serious bodily injury and death in addition to damage and destruction to Releasor’s personal property. Releasor’s presence and activities on the Premises expose both Releasor and Releasor’s property to dangerous conditions, risks, and hazards, both obvious and latent and both natural and man-made, including but not limited to: poisonous snakes, insects and spiders; and man-made hazards, whether or not erected by Released Parties; eroded areas, holes, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that maybe diseased and/or possessed with propensities to injure or kill; rushing and still water with perils lurking above and beneath the surface; the presence of bare electrical wires to restrain livestock; and the use of vehicles, boats, and ATVs both on and off roadways, waterways, and ponds.

In consideration for the right to enter and use the Premises, Releasor hereby waive and agree to protect, indemnify, and hold harmless the Released Parties and their respective members, partners, directors, officers, owners, heirs, successors, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident, or occurrence arising out of, incidental to, or in any way resulting from the use of the Premises and all improvements thereon, whether or not caused by the Released Parties' active or passive negligence, specifically including all claims, demands, causes of action, and damages involving injury or death to the undersigned and damage or destruction of the undersigned’s personal property. This release applies during the time that Releasor is permitted on the Premises, both now and in the future, until revoked in writing by agreement of the parties. Releasor hereby further covenants and agrees that he, his heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against the Released Parties or its members, partners, directors, officers, owners, heirs, successors, agents, employees, and assigns by reason of conditions of the Premises or activities occurring thereon, whether natural or man-made or whether the condition or activity is a result of the Released Parties’ active or passive negligence.

Furthermore, Releasor hereby agrees and declares that this instrument **serves to warn Releasor of any actual and/or potentially dangerous natural or man-made** condition(s) that

he may encounter on the Premises that may cause Releasor serious bodily harm or death or cause damage to or destruction of Releasor's personal property.

Releasor hereby states that he has been warned of the dangerous conditions, risks, and hazards mentioned herein and that he:

- (1) Understands and appreciates the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions; and
- (2) Voluntarily, expressly, and knowingly consents to exposing himself and his personal property to those and other associated dangerous conditions.

By affixing his signature below, Releasor knowingly and expressly **ASSUMES THE RISK** of his exposure to the dangerous conditions, risks, and hazards referred to above. This assumption of the risk may be used by Released Parties as a defense in court against any allegations, for either negligence or gross negligence, for failing to warn Releasor of any dangerous natural or man-made conditions that he is apt to encounter expectedly or unexpectedly on the Premises.

Releasor hereby further understands and agrees to abide by the rules and policies of Three Rivers Foundation and all local, state, and federal laws while on the Premises.

Releasor further agrees and understands that releasor is responsible for the activities of minors while on the Premises and that this release also applies to any minors in his care while on the Premises.

I have read and fully understand this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks, and Hazards as set forth by 3RF Sciences, LLC and agree to adhere to this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks, and Hazards.

This Release of Liability and Acknowledgment and Acceptance of Dangers, Risks, and Hazards will remain in effect until I provide written notification of its revocation to Released Parties.

Releasor:

\_\_\_\_\_  
Type or Legibly Print Name

\_\_\_\_\_  
Signature of Releasor

DATE: \_\_\_\_\_