

BUMPY PICKLE BEACH  
Assumption of Risk, Release and Indemnity Agreement  
(the "Agreement")

Assumption of Risk: I understand that the Activities<sup>1</sup> in which I (or my child) will engage in using personal property or other recreational equipment owned by Royse City Beach LLC d/b/a/ BUMPY PICKLE BEACH (hereinafter "BPB") involves inherent and other risks. I acknowledge that the Activities are dangerous and require a certain degree of physical condition, ability, maturity and skill. I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the Activities. I have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. BPB cannot ensure my (or my child's) safety. I choose to voluntarily participate (or allow my child to participate) and observe the Activities despite all risks. **I assume all inherent and other risks and accept responsibility for any property damage and loss, and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described above or not.**

In consideration of BPB allowing me (or my child) to participate in or observe the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my child) agree to forever release and discharge BPB from and agree not to sue for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child's) participation in the Activities or use of any personal property or recreational equipment. This release is for any type of claim, suit and or loss alleged to be caused by the negligence of BPB to the fullest extent permitted by law, but does not include claims for gross negligence.

**Indemnity:** I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including reasonable attorneys' fees from attorneys approved by BPB, and hold BPB harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or other person arising from or relating to participation in the Activities, including claims that BPB was negligent.

**Additional Provisions:** I agree that the substantive laws of Texas (but not any law that would apply the laws of another state) govern the Agreement and any dispute I have (or my child has) with BPB and consent to jurisdiction in Texas. Any mediation, suit, or proceeding will be entered into only in Texas. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions. I also acknowledge reading and understanding the Rules and Regulations relating to the Activities. I agree to comply with and abide by those Rules and Regulations.

I have read this Agreement, I understand its contents and I sign it voluntarily. **I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify BPB for any claims arising from** my (or my child's) participation in the Activities. I understand that this Agreement has **no expiration date** and remains in effect at all times that I am (or my child is) observing or participating in the Activities, and will be binding on me, my family members, my heirs, assigns, executors, representatives, and estate.

PRINTED Name of Participant \_\_\_\_\_ Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact's Phone Number: \_\_\_\_\_.

**Parent or Legal Guardian (if participant is under 18 years of age)**

I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am signing for a participant that is not my child, I agree to indemnify BPB as provided in the Indemnity provision above for any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

PRINTED Name of Parent/Guardian of Participating if Minor \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

## INHERENT RISKS

The following is a list of the inherent risks associated with the Activities<sup>1</sup> or use of the personal property and/or recreational equipment owned by BPB. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks:

- Death
- Head trauma and facial injuries
- Fractures, dislocations, sprains, strains and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications associated with exposure to weather and physical exertion
- Impacts with other individuals or participants and/or their equipment
- Perils and hazards arising from other guests / participants
- Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping hazards and other types of contact with man-made and natural features
- Falling while entering or exiting the sand courts, patio(s), deck(s) or other areas of the property

## RULES AND REGULATIONS

- Observe all posted signs and warnings as well as obey all instructions given by BPB or agents
- All participants must use all equipment in the manner directed by BPB or their agents
- Always remain in control
- Do not drink alcohol prior to or while participating in any Activity or using the personal property/recreational equipment

**I have read the Inherent Risks and the Rules and Regulations, I understand its contents and I sign it voluntarily.**

PRINTED Name of Participant \_\_\_\_\_ Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact's Phone Number: \_\_\_\_\_.

### **Parent or Legal Guardian (if participant is under 18 years of age)**

I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am signing for a participant that is not my child, I agree to indemnify BPB as provided in the Indemnity provision above for any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

PRINTED Name of Parent/Guardian of Participating if Minor \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> Activities are defined as all sporting, recreational and competitive activities associated with or occurring at or near real property owned by Bumpy Pickle Beach including but not limited to playing, participating and observing beach volleyball.