

**BURNING FLIPSIDE 2019 EVENT RELEASE AND WAIVER OF LIABILITY**

"IN CONSIDERATION of being permitted to enter this event or for any purpose participate in any way in the event, **THE UNDERSIGNED PARTICIPANT**, for himself, herself, and their heirs or assigns:

**"1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the owners of premises used to conduct the event and each of them, including but not limited to Downtown Texas, Texas, LLC, Christopher L. Worley, and Apache Pass, their officers, agents, representatives, heirs, successors, assigns, workers, and volunteers, all for the purposes herein referred to as "releasees", from all liability to the Undersigned Participant and their heirs or assigns for any and all loss or damage, and any claims or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is on or upon the event premises or for any purpose participating in the event;

**"2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost that they may incur due to the presence of the undersigned in or upon the event area or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

**"3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while in or upon the event area and/or for any purpose participating in the event.

"**THE UNDERSIGNED** expressly acknowledges and agrees that the activities of the event may be very dangerous and involve the risk of serious injury and/or death and/or property damage. **THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

"**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. **Jurisdiction for any legal disputes, controversies, or claims involving Downtown Texas, Texas, LLC, Christopher L. Worley, and Apache Pass and/or officers, agents, representatives, heirs, successors, assigns, workers, and volunteers will be in Milam County, Texas.**

**I HAVE READ THIS DOCUMENT.  
I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.  
I UNDERSTAND I ASSUME ALL RISK INHERENT IN THIS EVENT.  
I VOLUNTARILY SIGNED MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS."**

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date