

# LIABILITY WAIVER AND PHOTO/VIDEO RELEASE

I, the undersigned, agree to this release of all claims, waiver of liability and assumption of risk ("Waiver and Release"). I waive any and all claims I may have now and in the future, and release from all liability and agree not to sue El Camino Real de los Tejas National Historic Trail Association (ELCAT), Milam County Historical Commission (MCHC), and/or private landowners of Rancheria Grande; its officers, agents, representatives, employees or tour guides [hereafter collectively referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by me as a result of my participation in a tour or experience offered by ELCAT, MCHC, and/or private landowners of Rancheria Grande due to any cause whatsoever, including without limitation, negligence on the part of Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney's fees and any costs incurred by that person in defending such action.

I am aware that the tours and events offered, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting therefrom. I acknowledge that the enjoyment and excitement of the proposed form of tour or event is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness ELCAT, MCHC, and/or private landowners of Rancheria Grande or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour.

Guest understands and acknowledges that the Tour involves transportation by various motor vehicles, including, but not limited to a shuttle, van or bus transportation. Guest acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Guest does not have any medical condition(s) that would prevent Guest from using these methods of transportation or result in any injury or harm to Guest as a result of using these methods of transportation. While Guest understands and agrees that ELCAT, MCHC, and/or private landowners of Rancheria Grande will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Guest understands that ELCAT, MCHC, and/or private landowners of Rancheria Grande assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

In consideration of Guest's participation in the various activities that comprise the Tour, Guest understands and accepts the risks associated with participation in these various activities and agrees that neither ELCAT, MCHC, and/or private landowners of Rancheria Grande; nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals will be liable for any personal injury, death or damage of any kind whatsoever.

Guest agrees and acknowledges that ELCAT, MCHC, and/or private landowners of Rancheria Grande shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Guest, which may occur on or during the Tour. Guest hereby expressly waives any claim which Guest, Guest's heirs, successors, assigns, spouse, family members, or legal representatives may have against ELCAT, MCHC, and/or private landowners of Rancheria Grande arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Guest brings on the Tour is brought at Guest's sole risk and is Guest's sole responsibility.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by ELCAT, MCHC, and/or private landowners of Rancheria Grande or its Staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this walking tour or event and Wavier and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators, and successors.

I agree to grant the sponsors of this tour or event to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes. Guest hereby gives full consent to ELCAT, MCHC, and/or private landowners of Rancheria Grande to use and publish Guest's likeness on advertisements, and acknowledges that ELCAT, MCHC, and/or private landowners of Rancheria Grande does not compensate guests in any manner for the use of images in any of the following: photographs, images, drawings and renderings, and for the use of including but not limited to: ELCAT, MCHC, and/or private landowners of Rancheria Grande website, brochures, advertisements, bulletins, media releases, newspaper and magazine articles, and any other form of promotion, information and publication, both print and digital.

As a participant on the tour or event, I accept full responsibility for my behavior, well being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing, running, or walking for a longer period than I am used to. I further realize that the tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, gangways, roads, stairways, and driveways. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well being and health during the tour or event. I agree to hold neither ELCAT, MCHC, and/or private landowners of Rancheria Grande nor its Staff, or facility liable in any way should any harm come to me. By purchasing the ticket(s), I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.

Guest Signature: \_\_\_\_\_

Date: \_\_\_\_\_