

Welcome to an LAS facility. Riding dirt bikes, golf carts, pit vehicles, bicycles, ATV's, watercrafts, water activities including, but not limited to; fishing, swimming, zip lines, water trampoline, and any other water activities using floatation devices can be very exciting and fun. Action sports and recreational activities can and are also extremely dangerous, can cause injury, and even death. Safety is **everyone's responsibility**. The following rules must apply to **EVERYONE** so please follow all park rules during your visit to Three Palms. **Please take a few moments to read the park rules** for your safety as well as fellow participants, spectators, and minor children.

Participant Name: [REDACTED]

- **THE MINOR PARTICIPANT AND PARENTS OR LEGAL GUARDIAN(S)** will immediately inspect the **RESTRICTED AREA** upon entering it and warrants that their entry therein and/or the **MINOR'S EVENT(S)** participation constitutes an acknowledgment that they have inspected the **RESTRICTED AREA** and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the **RESTRICTED AREA** they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the **RESTRICTED AREA** and the **MINOR** will withdraw from participation in the **EVENT(S)**.
 - **We reserve the right to refuse service to anyone.** By entering this property, you are assuming personal responsibility for your own actions, action of others, and actions of minor children. Three Palms is not liable for personal injury, death, lost, damaged or stolen property.
 - **Never participate in any type of activities Three Palms has to offer alone. No Exceptions!**
 - **If you do not have medical insurance**, please do not ride or participate in any events or general practice at Three Palms. Action sports, water and recreational activities are and can be dangerous; you could be injured or killed. **You must have** medical/health insurance that covers **Hazardous Activities** before riding or participating in water activities at this facility.
- NO HEALTH, MEDICAL, PERSONAL OR PROPERTY COVERAGE IS PROVIDED BY E.S.E WE MAKE TRACKS INC. AKA THREE PALMS ACTION SPORTS PARK. IF YOU DO NOT HAVE MEDICAL INSURANCE, DO NOT RIDE OR PARTICIPATE IN PRACTICE OR EVENTS AT THREE PALMS ACTION SPORTS PARK.**
- **All Riders** MUST read and sign the "Participant Waiver" in order to ride a motorcycle, ATV, watercraft, golf cart, side by side, or pit vehicle. **All fees must be paid in advance** to ride anything with a motor in our park. If you are caught riding without paying for the privilege of riding a motorized vehicle, you will be asked to leave the park.
 - **All Riders** MUST wear the following safety gear while participating: DOT approved motorcycle helmet, pants, boots, gloves, long sleeve shirt or jersey and goggles. Additional suggested gear includes knee pads, knee braces, hip pads, chest protector, neck brace or neck roll, tear offs, roll offs or any other type of safety equipment not listed.
 - **Action Sports** are dangerous. You may be injured or even killed by participating or watching action sports at Three Palms.
 - **If it is your first visit** to Three Palms, please be sure you fully understand the direction of the track you are riding on. Enter and exit the tracks at the designated areas **ONLY**. Never ride the tracks in the wrong direction; this may result in the injury to another rider as well as yourself.
 - **Track Maintenance:** Three Palms can and will close any track, at any time, for track maintenance. Track maintenance includes, but is not limited to: Prep work, watering, irrigation repair, and safety issues. No riding allowed during track maintenance.
 - **Do not go through a closed gate inside the property.** Riding outside of designated areas is strictly forbidden. If a gate is closed, you cannot enter.
 - **All Riders** must wear your wrist band at all times during your visit to Three Palms. **The wrist band must be worn on your wrist in plain view**, do not place the wrist band on your bike or gear.
 - **First gear** (idle speed, 5 miles per hour) in the pit/parking area. We do not allow fast or aggressive riding in the pit or parking area. If you are caught riding fast or without gear, you will be asked to leave the park.
 - **All watercraft riders must wear a life jacket and helmet** while riding in the lakes. Watercraft and ATV's must have an operation kill switch and lanyard must be attached to the rider.

My initials acknowledge that I / WE have carefully read and understand all pages. **ALL pages.** [REDACTED]

- **Minors are not allowed to ride or participate alone.** They must be accompanied by a parent or legal guardian and we must have a minors release on file for your child.
- **No spectators** are allowed on the tracks. You are not allowed to stand/sit on, or cross any of the tracks without permission from a track manager.
- **This facility is not responsible for any and all injuries caused or inflicted by any wildlife, stray, or domestic animals, insects, reptiles, and /or amphibians of any kind.**
- **No reckless riding** on or off the track or water. Be courteous to other riders.
- **Motocross Tracks & Trails** and other riding areas are designed on, around, and through natural terrain. Off-road riding, trail riding, and motocross activities are extremely dangerous. **YOU COULD BE HURT, INJURED OR KILLED.** Always beware of your surroundings. Tracks, trails and off-road riding areas may include manmade and/or natural obstacles. Obstacles may include but are not limited to; trees, jumps, drainage ditches, flagger stands, buildings, equipment, trash cans, cars, pedestrians, fencing, sprinklers, hay bales, debris, and many other varieties of obstacles which surround the track, trail, and off-road riding area. It is your responsibility to maintain control of your off-road vehicle at all times. Off Road riding, motocross riding, and trail riding are extremely dangerous activities. **YOU COULD BE HURT, INJURED, PARALYZED, OR EVEN KILLED WHILE PARTICIPATING OR SPECTATING IN THESE HAZARDOUS ACTIVITIES.**
- **Rider Down: In the event that you fall, if you are able, get off the track immediately.** If a rider goes down please lend your assistance. Warn oncoming riders of the hazard. If you are riding at the time, park your vehicle off the track to avoid other riders. Ask someone for assistance. One can continue to warn other oncoming riders, the other can assist the fallen rider. If the fallen rider is unconscious **DO NOT MOVE THEM** and call 911 immediately!! Moving a person with a spinal cord injury can cause **PERMANENT PARALYSIS AND EVEN DEATH.** If the rider is conscious try to determine the extent of the injuries. If only minor injuries are suffered and the rider is able, assist the rider to their pit area. If you observe any obvious broken bones, call 911. If the rider loses consciousness **at all** call 911. If the rider is a minor ask someone to find their parents. Please have someone inform the track staff of the accident.
- **Parental and Guardianship Responsibility:** It is your responsibility as a parent to be aware of your child's whereabouts at our facility as well as their behavior. It is **your responsibility** to educate your child / minor on ALL of the rules and regulations of Three Palms. It is **your responsibility** to insure that your children adhere to all of the rules at this facility. **DO NOT** put your 50cc, 65cc, 85cc rider on the track with big bikes. Parents and/or legal guardians agree to indemnify track owner for children's injuries, including death.
- **All participants are responsible for their own motorcycle, ATV, watercraft, or pit vehicle.** Never "loan" your bike, ATV, watercraft, or pit vehicle to someone who did not sign in to ride. If you are caught letting someone ride that has not signed in to ride and is not wearing an arm band, you will be asked to leave the park. Do not loan out personal gear, floatation devices, or motorized vehicles.
- **Flags: Our flags are different colors and have different meanings.** Please obey all flaggers. Black flag means "No more riding" and you must exit the track. Red flag means there is a medical emergency and you must exit the track. Yellow flag means there is a downed rider so proceed with caution. No jumping or passing allowed while the yellow flag is out. If you disobey any flag, you will be asked to leave the park. **No flaggers on duty** during public practice except in emergencies, organized practice, or closing time. You must obey flags at all times.
- **No alcohol, drugs or use of controlled substance** allowed if you are riding any type of motorized vehicle or participating in any water activities.
- **No profanity**, this is a family environment and children are present.
- **No tandem** riding allowed. Please follow ALL factory recommendations regarding your vehicle.
- **Never ride above your ability.** Riding within your means and ability is your responsibility. Be safe and courteous to other riders on and off the track.
- **Do not litter.** This includes used motorcycle tires and general trash. If you are caught leaving trash on the ground, or used tires, you will be banned from Three Palms.
- **No fire arms allowed.**
- **Parking:** Please do not park on the road, on the tracks, in the lakes, or on the driveways that access the tracks. It is imperative that these areas are clear for the use of track personnel or emergency personnel when needed.
- **To all campers:** We DO NOT ALLOW any riding or swimming of any kind or any use of any water amenities the park has to offer after the park has closed. The front entrance gate is closed and locked shortly after

My initials acknowledge that I / WE have carefully read and understand all pages. **ALL pages.**



business hours. During some events, we generally keep the front gate open longer. Please ask the manager on duty for an emergency contact number.

- **Obstacle Courses can be DANGEROUS** and may cause injury and even death. You must be in good physical condition to participate in action sports. Climbing obstacles and rope obstacles can be very dangerous. Always run or train with a partner. Be aware of your surroundings at all times as Three Palms is not responsible for an attack by or encounter with insects, reptiles, amphibians and/or animals of any kind.
- **Photo/Video Documentation:** Three Palms will use video or photo documentation on all safety or liability issues occurring at the facility.
- **If you have a complaint,** suggestion or comment, we would like for you to bring it to the attention of the management on duty or email us at info@threepalmsesp.com. We do not allow public slander on ANY public forum in regards to the operation or condition of our facility. We reserve the right to refuse service to anyone. We DO NOT ALLOW ANY DEFAMATION (LIBEL or SLANDER) including statements in writing, spoken words or pictures on ANY public social media and/or public forums in regards to the operation or condition of our facility or against the owners, members or employees of E.S.E. We Make Tracks Inc. aka three Palms Action Sports Park. Three Palms Action Sports Park reserves the right to revoke Membership (non-refundable) and refuse service and/or entry into facility to anyone caught in any defamation acts, including libel or slander whether in writing, spoken words or pictures against Three Palms Action Sports Park, or the owners, members, or employees of Three Palms Action Sports Park.
- **General business hours:** We try to keep up with today's need for accurate information. There are times when the information on our website may not be accurate. Please call our park line @ **936-321-8725** for the most accurate schedule for park hours.
- **Every participant** must have their own membership card upon entry to the park. There will be a **\$5** charge for a replacement card and there will be a **\$3** charge to look up your card.
- For the safety of all our customers, we ask that you and your party follow all park rules during your visit. If you witness someone breaking park rules and creating an unsafe environment, please report it to a Three Palms employee immediately.

While this section of the "Participant Waiver" addresses all water activities, you will be responsible and liable for ALL RULES AND REGULATIONS LISTED IN THIS WAIVER.

- **ALL WATER PARTICIPANTS MUST read and sign** the "Participant Waiver" in order to participate in water activities including, but not limited to; fishing, watercrafts, swimming, zip lines, water trampoline, and any other water activities using floatation devices. All of these listed water activities can be dangerous, may cause injury and even death. THREE PALMS ACTION SPORTS PARK DOES NOT provide a LIFEGUARD for water activities. All violators will be asked to leave the park.
- **Minors are not allowed to participate in water activities.** They must be accompanied by a parent or legal guardian and we must have a minors release on file for your child.
- All participants involved in water activities **MUST wear a life vest** in the water, on zip lines, or on flotation devices.
- **If you are fishing,** you are required to sign in. If you are on a boat, you are required to wear or have a life jacket for every person on the boat.
- **Swim at your own risk. THREE PALMS DOES NOT HAVE A LIFE GUARD ON DUTY.** Parents must supervise all minor children while swimming. The water can be a dangerous place especially for small children. Hazards other than drowning include attack by or encounter with insects, reptiles, amphibians and/or animals. Children cannot be left unattended in or near the lakes. Flotation devices must be worn at all times.
- No swimming under the Zip Lines, under the docks, and / or floatation devices.
- **All watercraft riders must wear a life jacket** while riding in the lakes. The watercraft must have an operation kill switch and lanyard must be attached to the rider. No riding in swim area.
- **All water participant and spectators are responsible for any and all injuries caused or inflicted by any wildlife, stray, or domestic animals, insects, reptiles, and /or amphibians of any kind. It is your responsibility to be aware of your surroundings at all times.**
- No vehicular traffic allowed in the beach area.
- No alcohol, drugs or use of controlled substance allowed if you are participating in any water activities.

My initials acknowledge that I / WE have carefully read and understand all pages. ALL pages.



Express Assumption of Risk Associated with the Zip Lines AND Water Activities including, but not limited to; watercrafts, fishing, swimming, zip lines, water trampoline, and any other water activities using floatation devices:

I / WE, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described fishing, watercrafts, swimming, water trampoline, tubing, any other water activities using floatation devices, zip lining, including the rental and use of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia and encountering objects either natural or man-made causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, amphibians and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
8. Minors must be accompanied by a parent or legal guardian at all times while visiting the facility.
9. Life vest must be worn at all times.
10. Only one person is allowed on the platform of the zip line at a time. Only one person is allowed on the zip line at a time. The use of the zip line is not permitted without a staff member.
11. Do not drop in or jump in the water if someone is in the way. No swimming under the zip lines.
12. ABSOLUTELY NO DIVING.
13. There is a 300lb maximum weight limit on the Zip Lines.
14. No small children under the age of 6 years old are allowed on the zip lines, NO EXCEPTIONS.
15. No swimming allowed during inclement weather.
16. No rough housing of any kind is allowed on the platforms or on the zip lines.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE of LIABILITY, WAIVER of CLAIMS and INDEMNIFY AGREEMENT

*In consideration for being permitted to participate in the activities described above throughout this "Participants Waiver" and related activities, I hereby agree, acknowledge, and appreciate that:

1. I / WE HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR ENTITIES, herein referred to as RELEASEES.

*d/b/a "Three Palms Action Sports Park" f/k/a "Three Palms Extreme Sports Park" a/k/a "Three Palms," E.S.E. We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, LLC, Great American Adventure Race LLC d/b/a Racing Humans, neighboring properties Eleon Holdings LLC, 3P Sport Cycle Center LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations aka SMG WAKE, Hangar 9 LLC, and Entergy Texas, Inc.

2. To release the releasees, their officers, directors, employees, sponsors, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. I / WE am/are aware that the releasees require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or to accept dismissal for refusing to adhere to them. I hereby grant the releasees to take and use photographs, video, film and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releasees using those images for any purposes.

My initials acknowledge that I / WE have carefully read and understand all pages. ALL pages. _____

4. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant, Parent, or Legal Guardian

Print Name

Date

Signature of Participant, Parent, or Legal Guardian

Print Name

Date

FULL RELEASE, WAIVER, AND INDEMNITY AGREEMENT

I / WE, _____, the undersigned, in consideration of my entry into the premises known as "Three Palms Action Sports Park" f/k/a "Three Palms Extreme Sports Park" f/k/a "Three Palms" (hereinafter referred to as "the Premises") and/or participation in any event or activity at the Premises, including, but not limited to, camping, motocross practice, participation in organized motocross events, watersports, watercraft, water activities including, but not limited to, fishing and swimming, zip lines, water trampoline, off-road activities, outdoor activities, instruction associated with those activities, or the use of the Premises and/or equipment and/or property, including, but not limited to, the parking areas, campgrounds, tracks, trails, lakes, floatation devices, zip line equipment, and clubhouse facilities (hereinafter collectively referred to throughout this Agreement as "the Activities"), understand and agree to the following:

1. I / WE, _____, AGREE AND UNDERSTAND THAT THE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES. I FURTHER UNDERSTAND THAT, EVEN THOUGH I MAY NOT BE A PARTICIPANT IN ANY OF THE ACTIVITIES, JUST BY ENTERING THE PREMISES AND BEING IN CLOSE PROXIMITY TO THE ACTIVITIES, I MIGHT BE EXPOSED TO DANGER, INJURY AND/OR DEATH. I AM GOING TO VOLUNTARILY ENTER THE PREMISES AND/OR PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF DAMAGE, INJURY OR DEATH.

2. I / WE _____, understand and agree that wherever it is used in this document the term "Three Palms" means:(a) E.S.E. We Make Tracks, Inc. d/b/a Three Palms Action Sports Park f/k/a "Three Palms Extreme Sports Park" a/k/a "Three Palms"; and (b) Lifestyle Action Sports, L.L.C.; and (c) ESE Equipment, LLC; and (d) Great American Adventure Race LLC d/b/a Racing Humans; (e) 3P Sport Cycle Center LLC; (f) Eleon Holdings LLC; (g) JWJ Development LTD; (h) Singleton Assets & Operations aka SMG Wake; (i) Hangar 9 LLC; (j) Entergy Texas, Inc.; (k) JWJ-GP, LLC; (l) any person who works for, but not limited to; Three Palms Action Sport Park, E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports LLC, Great American Adventure Race LLC, 3P Sport Cycle Center LLC, Eleon Holdings LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations, Hangar 9 LLC, Entergy Texas Inc.; and (m) any person who are owners, officers or directors of, but not limited to; Three Palms Action Sports Park, E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., Great American Adventure Race LLC, 3P Sport Cycle Center LLC, Eleon Holdings LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations, Hangar 9 LLC, Entergy Texas Inc.; and (n) all sponsors of any event or activity associated with, but not limited to; Three Palms Action Sports Park, E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., Great American Adventure Race LLC, 3P Sport Cycle Center LLC, Eleon Holdings LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations, Hangar 9 LLC, Entergy Texas Inc.; and (o) all promoters of any event or activity held at the Premises; and (p) all instructors, equipment operators, staff or personnel who provided training or assistance to me at or on the Premises, and (q) the owners of the equipment used at the Premises, and (r) the owners of the facilities located at the Premises; and (s) the designers or builders of any track, trail, obstacle, aspect or feature of the Premises, and (t) all contractors or subcontractors retained by or on behalf of Three Palms Action Sports Park, E.S.E We Make Tracks, Inc., ESE Equipment, Lifestyle Action Sports, L.L.C., Great American Adventure Race LLC, 3P Sport Cycle Center LLC, Eleon Holdings LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations, Hangar 9 LLC, and Entergy Texas Inc. to provide any product or service to E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., Great American Adventure Race, 3P Sport

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Cycle Center LLC, Eleon Holdings LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations, Hangar 9 LLC, Entergy Texas Inc.; (u) the business known as Three Palms; and (v) all agents, representatives and assigns of Three Palms Action Sports Park, E.S.E We Make Tracks, Inc., ESE Equipment, Lifestyle Action Sports, L.L.C., Great American Adventure Race, 3P Sport Cycle Center LLC, Eleon Holdings LLC, JWJ Development LTD, JWJ-GP LLC, Singleton Assets & Operations, Hangar 9 LLC, and Entergy Texas Inc.

3. a) I / WE, [REDACTED], on behalf of myself or minor child, my heirs, distributees, legal guardians, legal representatives, and assigns, agree to **WAIVE** and **GIVE UP THE RIGHT TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH THE PROPERTY OF, OR TO PROSECUTE** Three Palms if I am injured or killed or sustain any damages as a result of my participation in the Activities. **I AGREE AND UNDERSTAND THAT I AM HERE AND NOW WAIVING AND GIVING UP MY RIGHTS TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY, OR OTHERWISE PROSECUTE THREE PALMS FOR ANY INJURIES, DEATH OR DAMAGES THAT MY ARISE FROM ANY EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE AND THIS WAIVER OF MY RIGHTS TO MAKE ANY CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY, OR OTHERWISE PROSECUTE THREE PALMS APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION, OF THREE PALMS.** b) Additionally I, on behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, agree **TO RELEASE, DISCHARGE, and ACQUIT** Three Palms from any and all liability, whether arising from negligence, strict liability, contract, tort, any statutory liability, or liability arising out of any regulation, in the event that I am injured or killed as a result of my participating in the Activities. **I FULLY AND COMPLETELY UNDERSTAND AND AGREE THAT I AM HERE AND NOW FOREVER RELEASING FROM ANY AND ALL LIABILITY WHATSOEVER THREE PALMS FOR ANY EVENT OR EVENTS THAT MAY OCCUR IN THE FUTURE AND THAT THIS RELEASE OF LIABILITY APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS, OR ACTS OR OMISSION THAT CONSTITUTE STRICT LIABILITY UNDER ANY STATUTE OR REGULATION, OF THREE PALMS.**

4. I / WE, [REDACTED], on behalf of myself or minor child, my heirs, distributees, guardians, legal representatives, and assigns, acknowledge and agree that **THREE PALMS HAS MADE NO EXPRESS OR IMPLIED WARRANTY OF ANY PRODUCTS OR SERVICE'S MERCHANTABILITY OR THAT ANY PRODUCT OR SERVICE IS FIT FOR ANY PARTICULAR PURPOSE.** I further acknowledge and agree that Three Palms shall not be liable for any breach of an express or implied warranty in an amount greater than the amount paid for the product or service provided to me.

5. I / WE, [REDACTED], on behalf of myself or minor child, my heirs, distributees, guardians, legal representatives, and assigns, agree to **INDEMNIFY** and **SAVE HARMLESS** Three Palms in the event that any person, firm, or corporation, makes a claim against or sues Three Palms for claims arising out of any injury to me, damages sustained by me or because of my death arising out of my participation in the Activities. **I UNDERSTAND AND AGREE THAT I, OR MY HEIRS OR REPRESENTATIVES OF MY ESTATE WILL BE REQUIRED TO INDEMNIFY AND SAVE HARMLESS THREE PALMS EVEN IF I AM INJURED OR KILLED BECAUSE OF ACTS OR OMISSIONS, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION OF THREE PALMS.** I understand this paragraph means that if any claim or suit is brought by me or on my behalf against Three Palms, I am contractually obligated to pay Three Palms for all its costs of defense, including but not limited to attorney's fees, litigation expenses, expert witness fees, court costs and any other charge associated with the defense of that claim or suit. If damages are awarded to me or to anyone on my behalf, I am obligated to reimburse Three Palms the entire amount of any such award.

6. I / WE agree and understand that this Release, Waiver, and Indemnity Agreement is binding today and shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the Activities at the Premises or enter onto the Premises, and shall be binding upon my heirs, executors and administrators of my estate.

7. I / WE agree and understand that if any part of this Release, Waiver and Indemnity Agreement is held to be invalid the balance of the instrument is not invalid and is fully and completely binding.

8. I / WE acknowledge that any video tape, motion pictures, still photographs, or any other media

My initials acknowledge that I / WE have carefully read and understand all pages. ALL pages. [REDACTED]

products taken or created in conjunction with my participation in the Activities at or with Three Palms shall be and remain the sole property of Three Palms and, hereby, consent to Three Palm's use of said video tape, motion pictures, still photographs or any other media products in any manner it deems appropriate, including, but not limited to, advertisements, video productions and displays.

9. I / WE acknowledge that I have read all of the above provisions, fully understand the terms and conditions expressed therein, and have freely chosen to accept the above paragraphs. I understand and accept that, by signing this release, I may never make a claim against, sue or seek to recover any monies or other compensation or recovery from Three Palms in the event that I am injured or killed, **EVEN IF I AM INJURED OR KILLED BECAUSE OF THE ACTS OR OMISSIONS, INCLUDING THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS**, or acts or omissions that constitute strict liability or liability under any statute or regulation of Three Palms.

10. I / WE further understand and acknowledge that I do not have to sign this document or participate in any activity sponsored, offered or initiated by Three Palms, but choose to do so freely and of my own accord. If I choose to withdraw from or decline to participate in any activity sponsored, offered or initiated by Three Palms, I may receive a refund of any monies I have paid to Three Palms, less any amount already spent or incurred on my behalf.

Signature of Participant, Parent, or Legal Guardian **Print Name** **Date**

Signature of Participant, Parent, or Legal Guardian **Print Name** **Date**

I represent that I have sole legal custody or am the sole parent/guardian of Minor Applicant

*****If Participant is a Minor, the Membership Contract and Minor Release must be completed and signed by BOTH Parents/guardians, unless parent/guardian has sole legal custody. *****

Participant Name _____ **Birthdate** _____
Address _____ **City** _____ **State** _____ **Zip** _____
Phone # _____ **Emergency Phone #** _____
Email _____

Witness: _____

***** If you are under the age of 18 years old and are coming without a parent or a legal guardian this Waiver must be notarized*****

STATE OF _____ COUNTY OF _____
On _____ before me, _____ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Signature of notary public)

My initials acknowledge that I / WE have carefully read and understand all pages. ALL pages. _____