

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Fishing, Hunting, Hiking, exploring the ranch on foot, using jet ski, ATV's, kayaking, paddle boarding, fishing guide services or boat use, playing sports organized by Baffin on the Rocks operated by Tx JOSOLI LLC, of 1287 County Road 1155, Riviera, Texas, 78379 and/or use of the property, facilities and services of Baffin on the rocks operated by Tx JOSOLI LLC, I, _____, of _____, _____, _____, _____, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Baffin on the rocks operated by Tx JOSOLI LLC, or the employees, representatives or agents of Baffin on the rocks operated by Tx JOSOLI LLC. I acknowledge and understand that participating in fishing activities at Baffin on the Rocks operated by Tx JOSOLI LLC can be hazardous and involves inherent risks, including but not limited to, the risk of injury or death resulting from fishing, boating, or other water-related activities.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Baffin on the rocks operated by Tx JOSOLI LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Baffin on the rocks operated by Tx JOSOLI LLC, whether caused by the fault of myself, my family, Baffin on the rocks operated by Tx JOSOLI LLC or other third parties. I will follow basic pool rules including no running, no diving, supervising children, no glass bottles, no animals in the pool. I will follow instructions from the fishing guides including following directions regarding Jet Ski and boat operations. I will follow direct instructions from the fishing and hunting guide while in the bay on the boat or on the jet ski and I'm taking all responsibility to comply with safely rules and regulations including wild life and gaming rules. I will explore 26 acres of this property at my own risk. I understand that there is no lifeguard personnel on this property and all water activities will be at my own risk. I will obey all boat rules including wearing a life vest. I understand the rules and I will follow instructions on how to operate a kayak and I poses basic fishing skills to be on my own in the bay. All sports activities will be organized by the sponsor and I will follow instructions and obey the rules. I will not start a fire or any activities relate to fire without permission from the Baffin on the Rocks personnel. I understand that any of mine or my guests disgruntled behavior can lead to expulsion from the activities and from the property at my own expense. **Participant affirms that participation in the activities is voluntary and participant knowingly, with understanding of the risks and potential injuries, assumes all risks inherent with the activities and access to the premises.**

I CERTIFY that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I CERTIFY that there are no health-related reasons or problems which preclude my participation in this activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

3. INDEMNIFICATION. I agree to indemnify and defend Baffin on the rocks operated by Tx JOSOLI LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Baffin on the Rocks operated by Tx JOSOLI LLC.

To the fullest extent permitted by law, adult participant on behalf of himself, child participant, and their heirs, executors and representatives releases, agrees not to sue, and shall indemnify and defend Baffin on the Rocks operated by Tx JOSOLI LLC, legal owner of premises, mortgagees and management company of the premises, and any of their lenders, employees, contractors and insurers of all of them (collectively, protected parties) from and against all liabilities, losses, damages, claims, demands, actions, suits, costs, fees and expenses related to, resulting from or arising out of or alleged to have arisen out of any property damage or bodily injury including death to participant resulting in any way from A) participants use of premises including the boat and kayaks, B) loss of theft of personal property, C) consumption of alcohol at the premises, D) participant's breach of this agreement

4. FEES. I agree to pay for all damages to the facilities of Baffin on the rocks operated by Tx JOSOLI LLC caused by any negligent, reckless, or willful actions by me or my family. Any damages to the boat, kayaks, jet ski or property will be directly charged to my account.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Baffin on the rocks operated by Tx JOSOLI LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Waiver of Jury Trial. TO THE EXTEND PERMITTED BY LAW, ADULT PARTICIPANT AND BAFFIN ON THE ROCKS OPERATED BY TX JOSOLI LLC KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____ Date: _____
