

GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

1. In consideration for receiving permission to participate in _____ (the "Activity"), I hereby, on behalf of myself, my minor children, or minors in my care, COVENANT NOT TO SUE AND RELEASE SMP Global, its officers, board of directors, agents, servants, employees, volunteers, and other persons connected with or associated with SMP Global, its officers, board of directors, agents servants, employees, volunteers and other persons connected or associated with SMP Global from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me or in my possession, custody, or control, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while traveling to or from or participating in the Activity, or while in, on or upon the premises where the Activity is being conducted.
2. I understand that the Releasees, do not assess or warranty the hunting, boating or outdoors proficiency of the other participants in the Activity, and the Releasees do not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon the lands I may enter for the Activity. I am participating in the Activity at my own risk, and I accept land or property in the existing conditions, and recognize that hunting, boating, fishing and other outdoor activities are inherently hazardous activities and expose me to dangerous conditions, risks and hazards. Furthermore, I understand the use of firearms/bows by hunters of varying degrees of proficiency creates additional risks, which I also accept.
3. I agree and represent that I will comply with all current Texas Parks and Wildlife regulations, all laws of the State of Texas, all federal laws, and any other controlling authority's rules and regulations while participating in the Activity, including, but not limited to, laws regarding narcotics, alcohol, proper licensure, stamps, hunter education, etc.
4. I am fully aware of the risks involved and hazards connected with participation in the Activity and I hereby elect to voluntarily participate in the activity with full knowledge that said activity may be hazardous to me and to property owned by me or my family members or in our possession, custody, or control. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me or my family members or in our possession, custody, or control, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
5. **I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that the Releasees may incur due to my participation in the Activity, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF RELEASEES or otherwise.**
6. I understand that the Releasees may not maintain any insurance policy covering any circumstance arising from my participation in the Activity. **As such, I am aware that I should review my personal insurance coverage.**
7. It is my express intent that this General Release of Liability and Waiver of Claims shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE AND WAIVER OF CLAIMS AGAINST, AND A COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this General Release of Liability and Waiver of Claims shall be construed in accordance with the laws of the State of Texas, and any dispute concerning this agreement will be heard in the federal or state courts in Dallas, Texas.
8. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing General Release of Liability and Waiver of Claims, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age or the parent or guardian of a minor child and fully competent to execute this General Release of Liability and Waiver of Claims on my behalf or on behalf of my child or ward; and I execute this General Release of Liability and Waiver of Claims for full, adequate and complete consideration fully intending to be bound by same.**

Signed this ____ day of _____ 20__.

Signature of Participant –

Participant:

Printed Name of

10/01/2006

Parent or Guardian must read and sign if participant is under 18 years of age:

Printed Name of Parent or Guardian (if participant is under 18 years old):