

**Social Elite Excursions LLC
d/b/a Texas Tantrums
2033 Airline Rd, G-1
Corpus Christi, TX 78412**

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in any and all activity at Social Elite Excursions LLC d/b/a Texas Tantrums, 2033 Airline Rd, G-1, Corpus Christi, TX 78412, I, (and any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **SOCIAL ELITE EXCURSIONS LLC D/B/A TEXAS TANTRUMS**, its officers, servants, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or personal injury, including death, that may be sustained by me (and any and all minor participants (as Parent/Guardian), my minor participants, my spouse, my heirs, personal representatives, and assigns, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, THIRD PARTIES, OR ANYONE ELSE, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I (and any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I (and any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, (and any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, or any loss or damage to property owned by me, (any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, THIRD PARTIES, OR ANYONE ELSE, or otherwise.

3. I (and any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my and/or our participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract,

or other misconduct on the part of RELEASEES, THIRD PARTIES, OR ANYONE ELSE, or otherwise.

4. It is my and/or our my express intent that this Release and Hold Harmless Agreement 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, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I (and any and all minor participants (as Parent/Guardian), and on behalf of myself, my minor participants, my spouse, my heirs, personal representatives, and assigns, hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas, and only in Nueces County, Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, 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 and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

Signature

Print Name

Date

NOTE: If signing on behalf of a minor, also use the below signature line:

Minor's Name/Date of Birth

_____	_____
_____	_____
_____	_____
_____	_____

Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian