

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the activities of OZONE, and other good and valuable consideration, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Ozone, The First Is Third Foundation, Ozark Interests, Inc., Camp Ozark, their officers, servants, agents, or employees (hereinafter referred to as RELEASEES) 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 my child (where relating to parent), or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in the activities of OZONE, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I (or my child) can fully participate in the activities of OZONE. I (or my child) am/is fully aware of the risks and hazards connected with the activity, and I (or my child) hereby elect(s) to voluntarily participate in such activity, and to engage in such activities knowing that the activities may be hazardous to me (or my child) and my (his/her) property. 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, as a result of being engaged in such and activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.

3. I further hereby **AGREE TO INDMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE**.

4. It is my (our) express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs assigns and personal representative, if I am not alive, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above RELEASEES. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of 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; If under age eighteen (18), a parent or guardian must sign indicating their assumption of legal and financial responsibility for my participation in this program; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed this _____ day of _____, 200__.

Signature of Participant

Signature of Parent or Legal Guardian