

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

NOTICE: This **RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT** (“Agreement”) has legal consequences. READ IT CAREFULLY BEFORE SIGNING.

In consideration of my being permitted to participate in the “_____” project to be held _____, 20__, in and around _____ (the “Project”), I hereby freely agree to make the following contractual representations and agreements.

I acknowledge and understand that my participation in the Project is voluntary.

I fully realize the inherent risks and dangers of participating in the Project and fully and voluntarily assume such risks and dangers, including, by way of example and not limitation: **(REVISE TO SPECIFIC PROJECT) the dangers of climbing, falling, descending, collision with fixed or moving objects or with other persons, surface hazards, equipment failure, inadequate safety equipment, and the possibility of serious and permanently disabling or fatal physical and/or mental trauma or injury** associated with this Project. I hereby represent that I have adequate medical insurance covering the possible injuries that may occur as a result of my participation in the Activity. I further represent that I do not have any physical condition or illness that would be aggravated by participation in the Activity or that would make participation in the Activity medically inadvisable.

For myself, my heirs, executors, administrators, personal or legal representatives, assigns and successors in interest (hereinafter collectively “successors”), I hereby waive, release and discharge any and all claims, demands, suits, causes of action, liability, judgments, damages, costs and expenses (including attorney’s fees and court costs) (collectively, “Claim(s)”) arising from, related to, or in any way connected with the Project which I have or which may hereafter accrue to me against Staging Solutions, Inc., its and their assignees, transferees and/or licensees, parents, subsidiaries and affiliated entities, and its and their directors, officers, members, managers, agents, representatives and employees, any promoting organization(s), media partners, and their respective agents, officials and employees (hereinafter collectively the “Released Parties”). This Agreement specifically includes, without limitation, all Claims in tort or contract, strict liability, and all Claims seeking compensatory or punitive damages, consequential, incidental, or direct damages, attorney’s fees, costs, injunctive relief, or any other relief whatsoever.

I agree that the above representations are contractually binding and are not mere recitals. Should any Claim be asserted in contravention of this Agreement, I, for myself my successors, agree to indemnify and hold harmless the Released Parties from, and to reimburse the Released Parties for any and all expenses (including legal fees) incurred in defending such Claim, whether resulting in whole or in part from the negligence, gross negligence, or strict liability of a Released Party, provided that this indemnity shall not apply to a Released Party which is finally adjudged liable on such claim for willful and wanton misconduct or sole negligence. This Agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification or waiver of any other provision herein or as consent to any subsequent waiver or modification.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN CONFORMITY WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF CONFLICTS OF LAWS PRINCIPLES). EACH PARTY HEREBY EXPRESSLY CONSENTS TO AND WAIVES ALL RIGHTS WHICH IT MAY HAVE TO MAKE ANY OBJECTIONS BASED ON JURISDICTION, VENUE, OR SUFFICIENCY OF PROCESS TO ANY SUIT BROUGHT TO ENFORCE THIS AGREEMENT IN HARRIS COUNTY, TEXAS.

