

## RELEASE AND INDEMNITY AGREEMENT

The Purpose of this Agreement is to grant the persons named below temporary access to the Texas Chapter of the International Society of Arboriculture's (the "Texas Chapter") 2023 Texas Tree Climbing Championship, which is to take place on May 19-20, 2023 (rain date May 21, 2023) at Richard Moya Park in Austin, Travis County, Texas (the "Property"). The Texas Chapter is headquartered in Tarrant County, Texas.

In consideration for being allowed such access, I do hereby, and as stated below, **RELEASE, INDEMNIFY AND HOLD HARMLESS** the International Society of Arboriculture ("ISA"), the Texas Chapter, and Travis County as the Property Owner, and their respective employees, agents, and representatives from and against all claims, demands, causes of action, damages, expenses and liabilities that may arise during, in connection with the 2023 Texas Tree Climbing Championship, or as a result of entry onto the Property.

- A. **NO WARRANTIES:** I acknowledge, understand and agree that the ISA, the Texas Chapter, and Travis County make no warranties, either express or implied, as to the safety of the 2023 Tree Climbing Championship event, the equipment being used, or the condition and/or safety of the Property and the improvements located thereon.
- B. **PARTICIPANT'S REPRESENTATIONS AND WARRANTIES:** I warrant and represent that: (a) I am over the age of 18 years and legally competent to make this Agreement; (b) I will comply with and abide by all rules and regulations issued, adopted, published, or otherwise issued by the ISA or the Texas Chapter related to the event, including, but not limited to the ISA ITCC Rule Book, and all ISA, Texas Chapter, or Travis County instructions, rulings, and directions; (c) I understand that the ISA, the Texas Chapter, and Travis County strongly recommend and encourage all participants to maintain the appropriate health insurance throughout their participation in the 2023 Texas Tree Climbing Championship because of the risk of serious injury.
- C. **WARNING OF DANGEROUS CONDITIONS ON PROPERTY:** MY SIGNATURE BELOW SERVES AS AN ACKNOWLEDGMENT THAT I AM AWARE OF, UNDERSTAND, AND APPRECIATE THE EXISTENCE OF DANGEROUS CONDITIONS, RISKS, AND HAZARDS, BOTH OBVIOUS AND LATENT, NATURAL AND MAN-MADE, THAT MAY OR CAN CAUSE SERIOUS BODILY INJURY OR DEATH AS WELL AS THE DAMAGE TO OR DESTRUCTION OF MY PERSONAL PROPERTY. MY PRESENCE AND ACTIVITIES ON THE PROPERTY EXPOSE ME AND MY PERSONAL PROPERTY TO DANGEROUS CONDITIONS, RISKS, AND HAZARDS, BOTH OBVIOUS AND LATENT, BOTH NATURAL AND MAN-MADE, THAT INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO POISONOUS SNAKES, INSECTS, SPIDERS; ERODED AREAS, HOLES, UNCOVERED WELLS, STEEP INCLINES, SHARP AND JAGGED ROCKS, LOCATED BOTH ON AND OFF ROADWAYS AND TRAILS THAT CREATE ROUGH, HAZARDOUS AND DANGEROUS WALKING AND DRIVING CONDITIONS; ANIMALS, BOTH WILD AND DOMESTIC THAT MAY BE DISEASED AND/OR POSSESS THE PROPENSITY, POSSIBILITY OR POTENTIAL TO INJURE OR KILL; RUSHING AND STILL WATERS WITH PERILS THAT EXIST OR LURK ABOVE OR BELOW THE SURFACE; TREES AND TREE LIMBS, BOTH DEAD AND ALIVE, LOW HANGING OR OTHERWISE, THAT MAY FALL UNEXPECTEDLY AND WITHOUT WARNING, BOTH ABOVE AND BELOW ME; THE PRESENCE OF ELECTRICAL WIRES, BARE, EXPOSED, COVERED, DOWN AND SUPPORTED; AND THE USE OF VEHICLES AND ATV'S BOTH ON AND OFF ROADWAYS THAT ARE OPERATED BY ISA, TEXAS CHAPTER, OR TRAVIS COUNTY, THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, OR OTHER INDIVIDUALS NOT UNDER THEIR EMPLOYMENT OR CONTROL.
- D. **WARNING OF INHERENTLY DANGEROUS ACTIVITY:** MY SIGNATURE BELOW SERVES AS AN ACKNOWLEDGMENT THAT I AM AWARE OF, APPRECIATE AND UNDERSTAND THAT TREE CLIMBING AND OTHER RELATED ACTIVITIES WILL TAKING PLACE THE PROPERTY. I FURTHER UNDERSTAND THAT THE TREE CLIMBING ACTIVITIES ARE AN INHERENTLY DANGEROUS ACTIVITY, AND COULD BE, OR MAY BE DANGEROUS TO AND COULD INFLECT INJURY ON OR DAMAGE TO ME OR MY PERSONAL PROPERTY.
- E. **ASSUMPTION OF THE RISK:** I hereby agree and declare that the above stated: (1) "Warning of Dangerous Conditions on Property;" and (2) Warning of Inherently Dangerous Activity serves to warn me of any actual and/or potentially dangerous natural or man-made condition(s), and the inherently dangerous activity that I may encounter on the Property that may cause serious bodily harm or death or cause damage to me or to my personal property.

I hereby state that I am aware of the dangerous conditions, risks and hazards mentioned earlier and that I:

- (1) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions, inherent or otherwise; and
- (2) voluntarily, expressly and knowingly consent to exposing myself and my personal property to those and other associated dangerous conditions, inherent or otherwise.

By affixing my signature below, I knowingly and expressly ASSUME THE RISK of my exposure to the dangerous conditions, inherently dangerous activities, risks and hazards expressed above. This assumption of the risk may be used by ISA, the Texas Chapter, Travis County, or any other person or entity being released herein, as a defense against any allegations either for negligence or gross negligence for failing to warn me of any dangerous natural or man-made conditions that I am apt to encounter expectedly or unexpectedly while participating in the 2023 Tree Climbing Championship or while on the Property.

**I UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT TREE CLIMBERS AND PERSONS ENGAGING IN TREE CLIMBING ACTIVITIES MUST LOOK OUT FOR THEIR OWN SAFETY, INCLUDING THE INSPECTION, APPROVAL, AND USE OF EQUIPMENT, WHEN ENGAGING IN THE ACTIVITY AS WELL AS THE DANGEROUS CONDITIONS THAT EXIST ON OR MAY EXIST ON THE PROPERTY. I FURTHER UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT I VOLUNTARILY PARTICIPATE IN THESE ACTIVITIES WITH THE KNOWLEDGE, UNDERSTANDING, AND APPRECIATION OF THE DANGER INVOLVED AND I DO HEREBY AGREE TO FULLY AND UNCONDITIONALLY ACCEPT ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY LOSS OF DAMAGE THAT MAY RESULT.**

**F. BROAD AND COMPREHENSIVE RELEASE/WAIVER OF LIABILITY AND INDEMNITY:**

**READ CAREFULLY AND DO NOT SIGN UNLESS YOU UNDERSTAND AND AGREE**

- (1) IN CONSIDERATION FOR THE RIGHT GRANTED TO ME TO PARTICIPATE IN THE 2023 TREE CLIMBING CHAMPIONSHIP AND TO ENTER UPON THE PROPERTY, I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS, ISA, THE TEXAS CHAPTER, AND TRAVIS COUNTY, AS WELL AS THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, MEMBERS, OFFICERS, DIRECTORS, ATTORNEYS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES ACTION OF ANY SORT AND DAMAGES, INCLUDING ATTORNEY'S FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WISE RESULTING FROM MY PARTICIPATION IN THE 2023 TREE CLIMBING CHAMPIONSHIP OR MY ENTRY UPON AND USE OF THE PROPERTY, REGARDLESS OF WHETHER THE SAME MAY RESULT FROM THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF ISA, THE TEXAS CHAPTER, TRAVIS COUNTY, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AGENTS, MEMBERS, OFFICERS, DIRECTORS, ATTORNEYS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS.

THIS RELEASE AND INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM, RIGHT OR CAUSE OF ACTION ACCRUING BY REASON OF ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH I MIGHT SUFFER OR INCUR AS A RESULT OF MY PARTICIPATION IN THE 2023 TREE CLIMBING CHAMPIONSHIP OR MY ENTRY UPON AND USE OF THE PROPERTY. I HEREBY FURTHER COVENANT AND AGREE FOR MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS THAT I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ISA, THE TEXAS CHAPTER, TRAVIS COUNTY, OR THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, DIRECTORS, MEMBERS, OFFICERS, ATTORNEYS, ADMINISTRATORS, EXECUTORS, HEIRS, SUCCESSORS OR ASSIGNS IN CONSIDERATION FOR BEING ALLOWED TO ATTEND OR PARTICIPATE IN THE 2023 TREE CLIMBING CHAMPIONSHIP OR TO ENTER ONTO THE PROPERTY.

- G. **INSURANCE:** I understand and agree that it is my responsibility to have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while on the Property or participating in the 2023 Tree Climbing Championship and to cover bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that am capable of personally paying for any and all such expenses or liability.
- H. **VENUE AND ATTORNEY FEES:** I (we) understand and agree that this Agreement is being accepted and performable in part Tarrant County, Texas. We further understand and agree that the sole and exclusive venue for any and all disputes arising hereunder is a court of competent jurisdiction in Tarrant County, Texas. We further understand and agree that the prevailing party to any action hereunder shall be entitled to recover all reasonable and necessary attorney fees.
- I. **ENTIRE AGREEMENT:** The Parties understand and represent that: (a) the terms hereof are contractual and not merely recitals and that the agreements herein contained constitute the entire agreement of the Parties in connection with this matter; (b) they have not relied in any way upon any representations, statements or warranties other than those set forth herein; (c) they have relied solely upon their own investigation and judgment and the advice of their respective independent legal counsel in entering into this agreement; (d) they have sought and obtained, or had the opportunity to seek and obtain, the advice and assistance of separate and independent legal counsel in the review and preparation of this Agreement; and (e) that no other promises or agreements have been made or represented other than as reflected herein.

**READ CAREFULLY AND ASK QUESTIONS BEFORE SIGNING**

I am of lawful age and legal competent to sign this release and indemnity. I further understand, acknowledge, and agree that I have signed this document of my free act and will, with the intention of being legally bound. I further understand and agree that we have read the entire agreement, that I have had the opportunity to discuss or ask questions, that I have had the opportunity to discuss the agreement with an attorney of our choosing prior to signing, and that the releases and indemnity provisions contained herein are broad, comprehensive, and include a release of claims for and as a result of the actual or alleged fault, negligence, and gross negligence, in any, of ISA, the Texas Chapter, and Travis County, or any of their respective agents, employees, representatives, directors, attorneys, successors or assigns.

Dated, Signed, and Agreed to on this the \_\_\_\_ day of May, 2023 by:

**BY:**

\_\_\_\_\_  
SIGNATURE PRINTED NAME

\_\_\_\_\_  
ADDRESS, CITY, STATE AND ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS TELEPHONE NUMBER

\_\_\_\_\_  
WITNESS SIGNATURE WITNESS PRINTED NAME