LAKE HOLLYHILL PARK & FISHING PASS

LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING

This Liability Waiver, Release, and Assumption of Risk Agreement ("Agreement") is entered into between the undersigned participant ("Participant") and the property owner(s) of Lake Hollyhill Acres (collectively, the "Facility", located at 16252 N Loop Dr and 11921 E Hollyhill Dr in Plantersville TX). In consideration of being granted access to the Facility and the issuance of a Park & Fishing Pass, Participant agrees to the following terms and conditions:

1. Description of Activities

Participant wishes to use the Facility for the following recreational activities, which may include but are not limited to:

- Fishing from designated banks or watercraft
- Walking, hiking, or jogging around the lake
- Picnicking and use of park amenities
- Use of boat launches and watercraft access areas

2. Assumption of Risk

Participant acknowledges and voluntarily assumes all risks associated with use of the Facility, including but not limited to:

- Uneven, slippery, or unstable terrain, trails, banks, and dock surfaces
- Deep water, unpredictable currents, sudden changes in water depth, and drowning hazards
- Contact with wildlife, insects, plants (including poisonous species), and other natural hazards
- Weather-related hazards including lightning, flooding, extreme heat or cold, and high winds
- Injury from fishing equipment, hooks, lines, lures, knives, and bait
- Injury from or collision with other park users, watercraft, or vehicles
- Falling from docks, piers, banks, or elevated terrain
- Allergic reactions to plants, insects, animals, or environmental conditions
- Any other inherent risk associated with outdoor recreational activities

Participant understands that these risks may result in serious personal injury, disability, death, or property damage, and voluntarily chooses to participate despite such risks.

3. Release and Waiver of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, Participant, on behalf of themselves, their heirs, personal representatives, assigns, and next of kin, hereby RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE the Facility, its owners, officers, directors, employees, volunteers, agents, contractors, and assigns (collectively, "Released Parties") from any and all liability, claims, demands, causes of action, and damages of any kind — whether arising from negligence, breach of contract, or otherwise — which arise or may arise out of Participant's use of the Facility, including personal injury, death, or property damage, whether caused by the ordinary negligence of the Released Parties or otherwise.

4. Indemnification

Participant agrees to INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Participant's use of the Facility; (b) Participant's violation of any applicable laws, regulations, or posted rules; or (c) the injury, death, or property damage of any third party caused by Participant's actions or omissions.

5. Rules and Regulations

Participant agrees to comply with all applicable laws, regulations, and Facility rules at all times, including:

- Possessing your pass at all times while on the premises
- No more than 2 adults and 2 minors per pass
- Supervising all minor children (under 18) at all times
- Adhering to all posted catch limits, size limits, seasons, and species restrictions. Catch and release only
- Properly disposing of trash, fishing line, hooks, bait, and all other waste
- No nets, trotlines or frog gigging
- Respecting designated swimming, no-fishing, and restricted access zones
- No consumption of alcohol or controlled substances by pass holders
- Wearing appropriate personal flotation devices (PFDs) when required by law or Facility rules
- Dogs must be on a leash. No other animals are allowed.
- No motorized vehicles or watercraft
- No littering
- No firearms allowed
- No fireworks or fires
- Maintaining appropriate dress and behavior
- Respecting posted park hours. No overnight camping

6. Medical Authorization

In the event of an emergency involving Participant, Participant hereby authorizes the Released Parties to seek and obtain emergency medical treatment on Participant's behalf and agrees to be solely responsible for all costs associated with any such medical treatment. Participant represents that they are in good physical health and have no medical conditions that would prevent safe participation in the activities described herein.

7. Pass Terms & Revocation

This Park & Fishing Pass is non-transferable and valid only for the individual(s) named herein and for the time period indicated. The Facility reserves the right to revoke this pass at any time, without refund, for violation of any Facility rules, applicable laws, or the terms of this Agreement. The pass grants a revocable license to access the Facility and does not convey any property rights.

8. Severability & Governing Law

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located. Any disputes arising from this Agreement shall be resolved in the courts of that jurisdiction.

PARTICIPANT ACKNOWLEDGMENT

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS ENTIRE AGREEMENT, THAT I FULLY UNDERSTAND ITS TERMS, THAT I AM SIGNING FREELY AND VOLUNTARILY, AND THAT I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Information

Full Legal Name (Print) _____

Address _____

City, State, ZIP _____ Phone Number _____

Email Address _____

Date of Birth _____

Signatures

Participant Signature _____ Date _____

Printed Name of Participant _____ Date _____

FOR OFFICE USE ONLY

Pass Number _____ Valid From _____ Valid Through _____

Authorized Staff Signature & Title _____ Date _____