

RELEASE OF LIABILITY- LaPosada Boat Parade

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the event/activity known as the LaPosada Boat Parade (scheduled for December 8&9 2023) organized by the LaPosada Foundation, of 14493 S.P.I.D. A-249, Corpus Christi, Texas, 78418 and/or use of the property, facilities, and services of LaPosada Foundation, I agree for myself and the members of my family or others acting as my agent or on my behalf, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by LaPosada Foundation, representatives, and agents of LaPosada Foundation.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that certain inherent risks are associated with the above-described event/activity, and I assume full responsibility for personal injury to myself and my family members or others acting as my agent or on my behalf. I assume full responsibility for damages to my property.

3. LIABILITY. The participant shall be liable for the full extent of any losses, damages, and expenses of any type incurred by the participant and/or the LaPosada Foundation or any of its affiliates, guests, invitees, or others, which are caused in full or in part by wrongful acts, omissions, or negligence of the participant in relation to the event/activity. Furthermore, I shall be liable for and indemnify LaPosada Foundation and its agents and representatives from damages, punitive damages, and Attorney's fees from any contract, tort action, or other causes of action resulting from injury or damages sustained by any third party. I waive and forgo any lawsuit or legal action against the LaPosada Foundation and its agents or representatives.

4. INDEMNIFICATION. I agree to indemnify and defend LaPosada Foundation, its agents, and representatives against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in the LaPosada Boat Parade.

5. APPLICABLE LAW. This agreement shall be governed by the laws and procedures of the State of Texas. Both parties expressly agree that any and all legal proceedings arising under this agreement will be brought exclusively in the State of Texas and or Federal Courts located in Texas.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.

7. A.R.M.'S LENGTH AGREEMENT. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event that any ambiguity exists in the interpretation of this agreement or any of its provisions, the Parties. Each of them explicitly rejects the application of any legal or equitable rule of interpretation that would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. However, if the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (A.D.R.) procedure.

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

PLEASE CHECK THE YES BOX ON THE REGISTRATION FORM TO AGREE TO THE ABOVE TERMS