

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of professional photographs organized by Marshmallow Mountain Christmas Trees, aka Poozie Enterprises, of 650 Cross Timbers Rd. Flower Mound, TX 75028 and/or use of the property, facilities and services of Marshmallow Mountain Christmas Trees, aka Poozie ENT,

I, _____(name), of
_____ (address),
_____ (city) _____ (zip code)

agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS,** I agree to observe and obey all posted rules and warning, and further agree to follow any oral instructions or directions given by Marshmallow Mountain Christmas Trees, aka, Poozie ENT, or the employees, representatives or agents of Marshmallow Mountain Christmas Trees, aka, Poozie ENT.
- 2. ASSUMPTION OF THE RISKS AND RELEASE,** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Marshmallow Mountain Christmas Trees, aka Poozie ENT, for any injury, loss or damage arising out of my or my family’s use of or presence upon the facilities of Marshmallow Mountain Christmas Trees, aka Poozie ENT, whether caused by the fault of myself, my family, Marshmallow Mountain Christmas Trees, aka Poozie ENT or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Marshmallow Mountain Christmas Trees, aka Poozie ENT against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of Marshmallow Mountain Christmas Trees, aka Poozie ENT.
- 4. FEES,** I agree to pay for all damages to the facilities of Marshmallow Mountain Christmas Trees, aka, Poozie ENT caused by any negligent, reckless or willful actions by me or my family.
- 5. APPLICABLE LAW,** Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.
- 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. I further agree and acknowledge that Marshmallow Mountain Christmas Trees, aka, Poozie ENT has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

7. **ARM'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 any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which 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. **EMERGENCY CONTACT**, In case of an emergency, please call _____
(Relationship: _____) at _____ (During the day),
or _____ (In the evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____
Print Name: _____