

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in viewing and/or participating in the flying of model aircraft (whether glider, propeller driven or jet propelled) and other motorized vehicles (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Bomber Field, Inc. and the B. B. Weber Family Limited Partnership, a Texas limited liability partnership, located at 1606 S Whiteback Dr, Houston TX 77094, their affiliates, managers, officers, general and limited partners members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss and/or damage to personal property that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH AND DAMAGE TO PERSONAL PROPERTY OF ANY KIND OR NATURE. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless Bomber Field, Inc., B. B. Weber Family Limited Partnership, and its affiliates, managers, officers, general and limited partners, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought against them or against me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made against me or by me for activities incurring in or on property Bomber Field as a result of the Activity or other cause. If Bomber Field, Inc. or B. B. Weber Family Limited Partnership incurs any of these types of expenses to defend same, I agree to reimburse Bomber Field, Inc., and the B. B. Weber Family Limited Partnership .

I acknowledge that Bomber Field, Inc., B. B. Weber Family Limited Partnership and their directors, officers, general and limited partners, volunteers, representatives and agents are not responsible for errors,

omissions, acts or failures to act of any party or entity conducting a specific event or Activity on behalf of such partnership or events occurring on any premises of the partnership.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, collision with model or general aircraft (including, but not limited to, collision during a RC modeling activity involving aircraft, tanks, or boats) vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, event officials and event monitors, and/or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE BOMBER FIELD, INC., B. B. WEBER FAMILY LIMITED PARTNESHIP AND ALL OF ITS AFFILIATES, OFFICERS, GENERAL AND LIMITED PARTNERS, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST BOMBER FIELD, INC., B. B. WEBER FAMILY LIMITED PARTNERSHIP FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Bomber Field, Inc. and the B. B. Weber Family Limited Partnership, its agents, officers general and limited partners and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Waiver and Release of Liability is governed by the laws of the State of Texas and venue for any action concerning same shall be in the District Court of Waller County, Texas.

Dated \_\_\_\_\_ 

\_\_\_\_\_  
Printed name \_\_\_\_\_