

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the Undersigned’s being permitted to enter that certain tract of real property, situated in the County of Atoka, State of Oklahoma as more particularly described at Exhibit 1, which is attached hereto and incorporated herein by reference, (such real property together with any improvement located thereupon hereinafter referred to as the “Property”), for the purpose of astronomical observation or other educational or recreational activities associated therewith (the “Activities”), the Undersigned hereby agrees as follows:

1. The Undersigned expressly assumes any and all risks of injury or death arising from or relating to the Activities, and waive and release any and all actions, claims, suits, causes of action or demands of any kind or nature whatsoever against Lone Star Observatory, LLC, a Texas limited liability company, Outreach for Education in Astronomy, a Texas nonprofit corporation, their directors, officers, agents, sponsors, volunteers, or representatives of any kind (collectively referred to as the “Releasees”) arising from or relating to the undersigned’s participation in the Activities.

2. The Undersigned agrees to indemnify Releasees or any of them, and their subrogees, if any, in the event of any loss, actions, damages, lawsuits, liabilities, demands, causes of action or claims arising from or relating in any way to the undersigned’s participation in the Activities. The Undersigned assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of the Releasees or otherwise while in or on the Property.

3. The Undersigned ACKNOWLEDGES AND UNDERSTANDS THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE by the Releasees as to the condition of any improvements on the Property and ACKNOWLEDGES AND UNDERSTANDS THAT POTENTIALLY DANGEROUS CONDITIONS DO EXIST ON THE PROPERTY. The Undersigned further hereby states that THE UNDERSIGNED EXPRESSLY ASSUMES ALL RISKS, HAZARDS AND DANGERS associated with the Property and the Activities, with the understanding that the Undersigned’s person and property are being exposed to same. I certify that I am in good health, and that I do not have any physical ailment or condition which could be worsened or cause injury, illness, or death from participating in the Activities.

4. The Undersigned expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma and that if any portion of this agreement is held invalid, illegal or unenforceable, it is agreed hereby that the remaining part of this agreement not so held to be invalid, illegal or unenforceable shall, notwithstanding such holding, continue in full legal force and effect. The Undersigned hereby certifies, states, affirms, represents and warrants that the Undersigned has carefully read this agreement and knows and understands the contents and effect hereof, that this agreement was completely and fully explained to the Undersigned prior to the execution hereof, and the Undersigned signs this document as the Undersigned’s own free act and deed. The Undersigned acknowledges that this agreement has been executed on behalf of the Undersigned and on behalf of the Undersigned’s minor children that enter onto the Property.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature, if under 18 years of age, \_\_\_\_\_ Printed Name \_\_\_\_\_  
Parent or Guardian must sign below

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years of age)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in Activities on the Property and/or presence on the Property, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver, Release and Indemnification Agreement set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the Releasees from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Participant’s Name \_\_\_\_\_ Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_