

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
FOR THE BENEFIT OF
SILVER LINING TOURS, LLC**

I, _____ (Printed Name), am over the age of eighteen (18) years of age, am of sound mind and sign this RELEASE AND WAIVER OF Liability, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter the "Agreement"), and agree to all of the terms shown below because I want to participate in the tour being offered by Silver Lining Tours and acknowledge and understand that they desire this protection. I am embarking on a dangerous and extremely hazardous activity. I have elected to participate in this activity of my own free will. I am paying Silver Lining Tours, LLC, (hereinafter "Silver Lining Tours") a significant sum of money to take me on a storm chasing tour as that phrase is understood in the tour agreement I have signed in conjunction with this Agreement. I have agreed to pay Silver Lining Tours to take me on the storm chasing tour because they are skilled in locating storms. I do NOT believe it is the responsibility of Silver Lining Tours to guarantee my safety and I understand and acknowledge that they are NOT ensuring my safety. I understand that I could be injured in any number of ways while participating in this tour. I understand that I could die as a result of participating in the tour outlined and described in the brochures and in the tour agreement. I could be injured or killed while traveling on the tour, while observing a storm on the tour, while eating a meal while on tour, while sleeping in my room during the course of the tour. Despite these risks, I choose to go on this tour because it is fun, exciting and educational, among other reasons.

I, _____ (Printed Name) for myself and on behalf of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors and assigns and/or next of kin (collectively "Releasing Party") enter into this agreement **FOR GOOD AND VALUABLE CONSIDERATION** including, but not limited to, my ability to participate in the storm chasing activities and events held by Silver Lining Tours, LLC including, without limitation, driving, traveling, tracking, boarding, dining, observing and/or filming (collectively "Activities"), as well as **IN CONSIDERATION OF** me being able to enter into or upon the premises and facilities and locations where the Activities are or will be taking place, hereby agree as follows:

I. WAIVER AND RELEASE AND MEDICAL CONSENT

1. Releasing Party hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Silver Lining Tours, the premises, location, facility owners or lessors, and each of their affiliated owners, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, sponsors, affiliated organizations and entities, and all other persons or entities participating or involved in the Activities (all of whom are collectively referred to as "Released Parties"), **FROM ALL**

LIABILITY FOR ALL LOSS OR DAMAGE AND EVERY CLAIM OR CAUSE OF ACTION OF ANY KIND (hereinafter referred to as the "Liability"), including, but not limited to, Liability based on the **NEGLIGENCE** of the Released Parties or otherwise, arising out of or related to any act or omission concerning the Activities. This agreement also encompasses Liability for all **BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to, and for any purpose or reason, Releasing Party's presence on or about the premises or locations where the Activities are or will be taking place. Such Liability encompasses, but is not limited to, participation as an active participant or as a spectator, **NEGLIGENT RESCUE EFFORTS**, and **NEGLIGENT ENFORCEMENT** of (or the failure to enact or enforce) rules or guidelines or regulations. It also encompasses Liability concerning the **NEGLIGENT** selection, use, or maintenance of any personnel, employees, contractors, equipment or facility or services related to the Activities.

2. Releasing Party also specifically **AUTHORIZES AND CONSENTS TO** Released Parties providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the Activities or during the Releasing Party's presence in or upon the premises and facilities and locations where the Activities are or will be taking place. Releasing Party expressly waives and releases and agrees to hold Released Parties harmless from and against any and all Liability arising there from.
3. Releasing Party acknowledges and accepts that Silver Lining Tours do not hire, contract with, employ or otherwise travel with persons having medical knowledge or training. There are no physicians, emergency medical technicians, nurses, or other persons with medical or first aid knowledge participating with, employed by or associated with the Released Parties and Releasing Party hereby accepts and assumes all risks associated with the absence of such skilled persons.

II. EXPRESS ASSUMPTION OF THE RISK

1. Releasing Party acknowledges that storm chasing and affiliated activities are **EXTREMELY HAZARDOUS** and dangerous and involved inherent elements of risk of **SERIOUS INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE AND/OR LOSS**. The risks and hazards and dangers include, without limitation, hydroplaning, traffic accidents, flying objects, hail, wind (tornadic or otherwise), lightening, floods, and emotional distress and mental trauma from exposure to severe storm damage and victims. The Activities also include, without limitation, the risk of loss of personal property from the vehicle, variable and treacherous road surfaces and conditions, biting insects, spiders, and reptiles. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the Activities.

2. Releasing Party acknowledges and accepts that weather conditions will be changing and unpredictable and life threatening, and that medical facilities and treatment may not be readily available or accessible at various points during the tour. Releasing Party hereby accepts and assumes all risks and uncertainty associated there with.
3. Releasing Party acknowledges and understands that the Activities involve a significant amount of driving, which creates an elevated risk of traffic accidents, even far removed from storms. Traffic hazards and conditions that may be experienced include, without limitation, the risk of accidents with other motorists, wild animals and road debris. Releasing Party expressly assumes the risks and hazards and dangers associated with driving and travel as part of the Activities.
4. Releasing Party also acknowledges that there may be undefined and presently unknown risks and dangers associated with the Activities and that there may be risks and dangers that may result from the negligence of the Released Parties. This includes the potential negligence in the implementation or enforcement of any rules, regulation or guidelines related to the Activities and/or the potential negligence in the selection, use, or maintenance of any premises, location, facility, equipment, or service related to the Activities. Releasing Party hereby expressly assumes all such risks and dangers whether presently known or unknown. Releasing Party further acknowledges that situations may arise during the tour that may be beyond the control of Released Parties including without limitation, being overtaken by a storm and encountering hazards while attempting to escape the storm or while attempting to establish a position from which to view the storm.

III. INDEMNITY

5. **RELEASING PARTY AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY LIABILITY, INCLUDING FROM COURT COSTS AND ATTORNEYS FEES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELEASING PARTY'S PARTICIPATION IN ANY WAY IN THE ACTIVITIES AND/OR THE RELEASING PARTY'S PRESENCE UPON THE PREMISES WHERE THE ACTIVITIES ARE OR WILL BE TAKING PLACE. RELEASING PARTY ALSO HEREBY AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY LIABILITY, INCLUDING FROM COURT COSTS AND ATTORNEYS FEES, CAUSED BY OR ARISING OUT OF ANY STATEMENT, ACTION OR FAILURE TO ACT BY RELEASING PARTY DURING OR IN CONNECTION WITH RELEASING PARTY'S PARTICIPATION IN THE ACTIVITIES, AND/OR ARISING OUT OR RELEASING PARTY'S TORTIOUS OR CRIMINAL CONDUCT,**

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS, STATUTES OR REGULATIONS, THE FAILURE TO PAY ANY FINES, PENALTIES OR SIMILAR CHARGES, OR AN ARREST OR INCARCERATION.

IV. ARBITRATION & WAIVER OF JURY TRIAL

- 1. ARBITRATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN THE EVENT THAT A DISPUTE OCCURS OR AN ACTION IN LAW OR EQUITY ARISES OUT OF THE OPERATION, CONSTRUCTION, OR INTERPRETATION OF THIS AGREEMENT, SUCH CLAIM OR CONTROVERSY OR BREACH OF THIS AGREEMENT, WILL BE SETTLED BY ARBITRATION IN HOUSTON, HARRIS COUNTY, TEXAS IN ACCORDANCE WITH V.T.C.A., CIVIL PRACTICE & REMEDIES CODE, SECTION 171.001, ET SEQ.) OR, IF APPLICABLE, BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 - 14 ET SEQ.) AND NOT BY OR IN A COURT OF LAW, AND THE PROCEDURAL RULES THEN PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION SHALL APPLY. AN ARBITRATION JUDGMENT, WHICH MAY INCLUDE REASONABLE ATTORNEY'S FEES, EXPERT FEES AND OTHER COSTS OF ARBITRATION, UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT POSSESSING JURISDICTION TO ENTER AND ENFORCE ARBITRATION AWARDS.**
- 2. WAIVER OF JURY TRIAL. THE PARTIES FURTHER AGREE AND HEREBY WAIVE AND RELEASE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THE INTERPRETATION, ENFORCEMENT OR BREACH OF THIS AGREEMENT OR ANY ARBITRATION PROVISION.**

V. MISCELLANEOUS

- 1. Authority. Releasing Party represents and warrants that he has the full, complete and unrestricted right, power and authority to enter into this agreement, to waive and release all matters stated therein, expressly assume all risks and dangers associated with the Activities, agree to indemnify the Released Parties as stated herein, and the grants the rights set forth herein.**
- 2. Severability. In case any one or more of the provisions contained in this Agreement or any other documents referred to herein or executed in connection with this Agreement or otherwise shall be invalid, illegal, overly broad or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be effected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid, overly broad or unenforceable, there will be added in lieu thereof**

a provision as similar to such provision as possible to be legal, valid, and enforceable and the agreement will be deemed modified so as to be applied to the fullest extent permitted by applicable law.

3. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, administrators, successors and assigns.
4. Survival of Representations. All warranties, covenants, agreements and representations contained in this Agreement or in any document, exhibit or certificate delivered in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby remain in full force and effect, notwithstanding any investigation at any time made by or on behalf of the parties.
5. Representations and Warranties. All representations, covenants, releases, promises, indemnifications, consents, and warranties contained herein or in any document or instrument delivered in connection herewith shall survive the date hereof. All covenants and agreements contained herein shall survive the date hereof.
6. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties concerning the matters contained herein. This Agreement supersedes prior understandings and agreements, if any, between or among the Parties. All prior or contemporaneous oral or written communications, conversations, negotiations, agreements, representations, promises, covenants, and warranties, if any, concerning the matters contained herein are merged into this Agreement and, if not expressly set forth herein, are forever waived and are void. This Agreement is an integrated written contract that may not be varied, altered, amended, modified, contradicted, or otherwise changed, except in a writing properly executed by the Parties.
7. No Oral Representations. No oral representations, statements or inducements have been made in order to secure the execution of this Agreement.
8. Sufficient Time. Releasing Party was given sufficient time to review this Agreement prior to same being executed and has been given sufficient opportunity to read, review or seek independent legal counsel regarding this Agreement. Additionally, Releasing Party has been advised to seek independent legal counsel or has had same reviewed by independent legal counsel of his or her choice.

RELEASING PARTY HAS COMPLETELY READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL

RIGHTS. RELEASING PARTY SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM AND RELEASING PARTY INTENDS HIS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the _____ day of _____, 20__.

_____ (Printed Name)

_____ (Date of Birth)

_____ (Social Security Number)

I HEREBY WITNESSED THIS DOCUMENT BEING SIGNED BY THE ABOVE NAMED PERSON.

_____ (Printed Name)