Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

Overland Tribe of Texas, LLC

PLEASE READ CAREFULLY. BY SIGNING THIS AGREEMENT YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF OVERLAND TRIBE OF TEXAS, LLC.

This agreement is between Overland Tribe of Texas, LLC, a Texas limited liability company, its members, managers, owners, officers, trip leaders, guides, employees, volunteers and agents (together, the "Company"), and the person signing below (the "Participant").

Trip name

Trip dates

Trip location(s)

This agreement covers the trip named above and all related activities, including travel to and from meeting points, camping, meals, side trips, events and any Company-organized activity (the "Trip").

1. The activities and their risks

Overland trips with Overland Tribe of Texas, LLC involve driving personal vehicles on unpaved, rough and remote roads and trails, and camping in places far from help. The Participant understands these activities carry risks that cannot be fully removed, even with care and planning. These risks include, but are not limited to:

- **Driving and vehicle risks:** rollovers, collisions, sliding off shelf roads or steep grades, getting stuck, mechanical or tire failure, and recovery operations with straps, winches and other equipment that can snap or fail.
- **Terrain and water:** rock, mud, sand, dunes, snow, ice, washouts, water crossings, flash floods, cliffs, drop-offs and unstable ground.
- **Weather and environment:** heat, cold, lightning, storms, high winds, high altitude, sun exposure, dehydration, hypothermia and heat illness.
- **Wildlife and plants:** snakes, insects, bears, elk, moose, livestock and other animals; poisonous plants; and illness from water or food.
- **Camping and camp activities:** campfires, stoves, fuel, hot surfaces, knives and tools, tents and rooftop tents, falls, and slips or trips around camp.
- **Remote locations:** limited or no cell service, and long delays before emergency help or medical care can arrive.
- **Other people:** the actions of other participants, other drivers and members of the public.
- **Human error:** mistakes in judgment by the Participant, other participants, or the Company's trip leaders, guides and staff, including in route selection, instruction or decisions about weather and conditions.

2. Assumption of risk

The Participant is taking part in the Trip voluntarily. The Participant has read the risks above and understands that other risks, known and unknown, may exist.

THE PARTICIPANT KNOWINGLY AND FREELY ASSUMES ALL OF THESE RISKS, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF OVERLAND TRIBE OF TEXAS, LLC, EVEN IF THOSE RISKS ARE NOT LISTED IN THIS AGREEMENT.

The Participant agrees to:

- Follow the instructions of trip leaders and guides, posted rules, and all federal, state and local laws, including land agency and park rules.
- Drive within their own skill and their vehicle's ability, and decline any obstacle or route they are not comfortable with.
- Stop taking part and tell a trip leader if they believe conditions are unsafe.

The Company may remove any Participant or vehicle from the Trip, without refund, for unsafe conduct, impairment by alcohol or drugs, or failure to follow instructions.

Participant's initials

3. Release and waiver of claims

IN EXCHANGE FOR BEING ALLOWED TO TAKE PART IN THE TRIP, THE PARTICIPANT, FOR THEMSELVES AND THEIR HEIRS, SPOUSE, FAMILY, ESTATE AND ASSIGNS, RELEASES, WAIVES AND AGREES NOT TO SUE OVERLAND TRIBE OF TEXAS, LLC, AND ITS MEMBERS, MANAGERS, OWNERS, OFFICERS, TRIP LEADERS, GUIDES, EMPLOYEES, VOLUNTEERS AND AGENTS, FOR ANY AND ALL CLAIMS FOR INJURY, ILLNESS, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY OR VEHICLES ARISING OUT OF OR RELATED TO THE TRIP.

THIS RELEASE EXPRESSLY INCLUDES CLAIMS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OVERLAND TRIBE OF TEXAS, LLC, OR ANY OF THE PEOPLE LISTED ABOVE.

This release does not apply to gross negligence or intentional misconduct, to the extent the law does not allow those claims to be waived.

Participant's initials

4. Indemnity

THE PARTICIPANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OVERLAND TRIBE OF TEXAS, LLC, AND THE PEOPLE LISTED IN SECTION 3 FROM ANY CLAIM, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, BROUGHT BY THE PARTICIPANT, THEIR PASSENGERS, GUESTS, MINORS IN THEIR CARE, OR ANYONE CLAIMING THROUGH THEM, ARISING OUT OF THE PARTICIPANT'S PARTICIPATION IN THE TRIP, INCLUDING CLAIMS CAUSED BY THE NEGLIGENCE OF OVERLAND TRIBE OF TEXAS, LLC.

Participant's initials

5. Vehicles, equipment, passengers and pets

The Participant drives their own vehicle and is solely responsible for it. The Participant confirms that:

- Their vehicle is legally registered, insured as required by law, and in safe mechanical condition for the Trip.
- Every driver of their vehicle holds a valid driver's license.
- They are responsible for any damage to their vehicle, trailer, gear or personal property, including damage during recovery or towing, whether or not a Company trip leader or another participant helps.
- They are responsible for the conduct and safety of their passengers and guests, who must each sign their own copy of this agreement (or have a parent or guardian sign for them).
- They are responsible for their pets, including keeping them under control and paying for any injury or damage they cause.

Vehicle year, make and model

License plate and state

6. Health and medical authorization

The Participant confirms they are in good enough health to take part in the Trip, and they will tell a trip leader about any condition, allergy or medication that could affect their safety. The Participant will bring any medications they need.

If the Participant is injured or ill and cannot make decisions, the Participant authorizes Overland Tribe of Texas, LLC to arrange emergency medical care and transport on their behalf. The Participant agrees to pay all costs of that care, rescue and transport. The Company's trip leaders are not medical professionals, and any first aid they give is done in good faith.

Medical conditions, allergies or medications the trip leader should know about

7. Photo and video release

Overland Tribe of Texas, LLC may take photos and video during the Trip, including through its professional media team. The Participant allows the Company to use images and video of the Participant, their passengers, pets and vehicle on its website, social media and marketing, without payment. The Participant can opt out by checking the box below.

☐ **I do not want my image used in Company marketing.**

8. General terms

- **Governing law:** This agreement is governed by the laws of the State of Texas, wherever the Trip takes place. Any lawsuit must be filed in the state or federal courts serving the county where Overland Tribe of Texas, LLC has its principal office.
- **Severability:** If any part of this agreement is found invalid, the rest stays in full effect, and the invalid part is enforced to the fullest extent allowed by law.
- **Entire agreement:** This is the full agreement on these subjects. It replaces any spoken statements, and only a written change signed by the Company can modify it.
- **Electronic signatures:** A signature typed or drawn electronically on this form is as binding as a signature on paper.

9. Signatures

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE OVERLAND TRIBE OF TEXAS, LLC, FOR ITS OWN NEGLIGENCE. I AM AT LEAST 18 YEARS OLD.

Participant

Printed name | Date of birth | Date

Signature (type full name to sign electronically, or sign by hand)

Address

Phone | Email

Emergency contact

Name | Relationship | Phone

Parent or legal guardian (required for participants under 18)

I am the parent or legal guardian of the minor named below. I agree to the terms of this agreement on behalf of the minor and myself.

I ASSUME THE RISKS FOR THE MINOR, AND I AGREE TO INDEMNIFY OVERLAND TRIBE OF TEXAS, LLC, FOR ANY CLAIM BROUGHT BY OR FOR THE MINOR, INCLUDING CLAIMS CAUSED BY ITS NEGLIGENCE.

Minor's name | Minor's date of birth

Parent or guardian printed name | Date

Parent or guardian signature

For Overland Tribe of Texas, LLC

Received by | Date