

SHERP TOURS OFF-ROAD ADVENTURES
Release and Waiver of Liability

READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

I enter into this release and waiver of liability in connection with being onsite at any property operated or rented by Sherp Tours Off-Road Adventures, LLC, or participating in any tour by Sherp Tours Off-Road Adventures, LLC (the “Activities”). I understand that this waiver applies whether I am driving or a passenger in the subject vehicle. I agree to the following:

I understand and accept that being a passenger in, using, transporting, or preparing to use any equipment or vehicles from Sherp Tours Off-Road Adventures exposes me to many hazards and risks. **Those risks include but are not limited to injuries from entering or exiting the Sherp vehicle; from not wearing a seatbelt and hitting my head or other body part on any surface; from the terrain; from the driver crashing into something even though I am wearing a seatbelt; from the vehicle catching on fire; from an impaling caused by a branch or other item breaking through a window or going through the open windshield area; by wild animals (whether inside or outside the vehicle) including snakes, spiders, or bees; from moving about inside the Sherp; from dehydration or overheating inside the vehicle; from the vehicle flipping onto its side or back; from the vehicle going over a cliff; drowning; slipping or tripping anywhere on the premises or while using, transporting, or preparing to use any Sherp Tours Off-Road Adventures’ equipment; from another vehicle making contact with me or the vehicle; from alleged negligent instruction; negligent hiring; from miscarriage or other pregnancy related complications; motion sickness; from equipment (including but not limited to the sudden, unforeseen malfunctioning of any equipment); from aggravation of a pre-existing injury; or from the alleged contraction of any illness, disease, condition, or infection from this equipment, or allegedly, from our staff or other customers / members of the public. I acknowledge that these injuries/illnesses could be psychological, emotional, or physical and that they could be minor or significant (including death).**

I understand that this vehicle will likely be going in the water and that it is my responsibility to wear my life jacket if directed to do by staff or if there is an emergency. These vehicles can put added strain on one’s back and neck and if I have a pre-existing back or neck issue, I am aware of that risk and am proceeding with caution. These off-road adventures will have a lot of bouncing and jostling and the effect on the participants will be intense even if they are wearing a seatbelt. I understand that the front windshield is kept open; I fully accept all risks of a rock, bird, or other item coming through the opening and causing injury. I agree to wear my seatbelt at all times. I understand that being in and around these vehicles is inherently very dangerous and that these risks cannot be eliminated without jeopardizing the essential qualities of this activity.

I alone assume all risks associated with me being on, entering, or exiting Sherp Tours Off-Road Adventures premises and from being a passenger in, using, transporting, or preparing to use any equipment from Sherp Tours Off-Road Adventures. It is my responsibility to look out for my own safety at all times.

In consideration of participating in these Activities with Sherp Tours Off-Road Adventures, I specifically release, promise not to sue, and discharge Sherp Tours Off-Road Adventures, its employees, Kashif Battla, and Ali Battla from any and all liability or claims for injury, illness, death,

or loss or damage to property. **It is my intent to release Sherp Tours Off-Road Adventures, its employees, Ali Battla and Kashif Battla (i.e. the Released Parties) from all liability caused by the alleged negligence of Sherp Tours Off-Road Adventures, any of its employees, or Ali or Kashif Battla.**

I understand that this activity may result in hazards posed by boats, weather conditions, aquatic life, and other people using the same waterways / areas. I understand that this equipment/vehicle may not have navigation lights or reflective material; I will not operate it in low visibility conditions or at night. I understand that while Sherp Tours Off-Road Adventures does not provide helmets, I can choose to bring and wear one if I so choose.

I understand that when the equipment/vehicle is returned to Sherp Tours Off-Road Adventures, it will be inspected. If the inspection reveals damage, Sherp Tours Off-Road Adventures reserves the right to charge me the reasonable, fair market value of any necessary repairs or replacement including labor and loss of income. I agree to promptly pay those charges. It is my duty to inspect any equipment when the tour begins and to explicitly note any damage to Sherp Tours Off-Road Adventures' staff.

I understand that I may not attend any tour, transport, or use any equipment from Sherp Tours Off-Road Adventures while under the influence of alcohol or mind-altering narcotics. I understand that the Released Parties are not responsible for any loss of personal property. I represent and warrant that I am a confident swimmer. I represent and warrant that I am physically fit and have no medical condition or medical history which would prevent my ability to participate in this tour, use the equipment, and/or to swim. If I am suffering from any relevant medical condition, it is my responsibility to inform an Sherp Tours Off-Road Adventures employee in writing before attending the subject tour.

I understand that, except to request a monetary refund for that individual tour, I have no claim against Sherp Tours Off-Road Adventures, its employees, Ali Battla or Kashif Battla by reason of their refusal to allow me to participate in any tour. I further understand that by signing this agreement that I am consenting to be depicted in photographs and/or video for marketing purposes.

I agree to indemnify, defend, and hold harmless Sherp Tours Off-Road Adventures, its employees, Kashif Battla or Ali Battla against any claims, liability, damages, defense costs (including attorneys' fees), and any other costs incurred in connection with claims for bodily injury, wrongful death, loss of consortium or property damage arising out of or otherwise related to any tour with Sherp Tours Off-Road Adventures. I agree that if I (on my own behalf or on behalf of another, including an estate) assert a claim (including a claim for negligence or wrongful death) against any of the aforementioned parties (including but not limited to Sherp Tours Off-Road Adventures) and/or otherwise breach my agreement not to sue them, I will pay all reasonable fees (including attorneys' fees), costs, and expenses incurred by them to defend (1) the claim; and (2) all other claims arising out of the same facts whether or not I am a party to that case.

In consideration of Sherp Tours Off-Road Adventures allowing me on this subject tour, I do hereby forever release and discharge Sherp Tours Off-Road Adventures, its employees, Ali Battla and Kashif Battla from any and all claims or causes of action to the fullest extent allowable by law.

To the extent applicable, I consent to my minor child (“the Minor”) participating in these Activities. I know that these Activities carry specific risks identified in this agreement and I believe the Minor is qualified and of the appropriate age to participate in these Activities. If, despite this release, I, the Minor, or anyone on the Minor’s behalf, makes a claim against any of the Released Parties, **I agree to defend, indemnify, and hold harmless the Released Parties from any litigation expenses, attorneys fees, costs, loss, liability, or damages they incur whether the claim is based in negligence or otherwise.**

The undersigned agrees that any lawsuit brought against the Released Parties related to these Activities can only be brought in Dallas County, Texas and that the substantive law of Texas will govern application of this agreement without regard to conflict of law rules. All parties to this agreement waive any objection to the jurisdiction of these courts whether based on convenience or otherwise.

If any provision or part-provision of this Release is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. By signing this release, I acknowledge that I understand its contents and that this release cannot be orally modified. I voluntarily agree to the terms and conditions stated above. I sign this agreement on my own behalf and, if applicable, on behalf of the Minor.

Signature: _____
Printed Name: _____
Name of Minor (if applicable): _____
Minor Signature (if applicable): _____
Date: _____