

**VICTORIAN TOWER HOUSE, LLC**  
*Express Waiver and Release of Liability*

I, \_\_\_\_\_, on behalf of myself, an adult, hereby acknowledge that my ability to attend an event or provide a serve for an event at Victorian Tower House, which is expressly conditioned on my agreement to each of the terms of this Express Waiver and Release of Liability (the "**Waiver**"). I freely agree to the following:

1. I am attending an event or servicing an event at Victorian Tower House (the "**Event**"), which is an event space that hosts events on the premises of Victorian Tower House, and any and all individuals at the Event could bring exposure to COVID-19 to the Event's premises or personal property with or without the Victorian Tower House, LLC's knowledge.
2. I do hereby fully and forever release, indemnify, hold harmless, defend and discharge Victorian Tower House, LLC, and its respective agents, employees, contractors, volunteers, partners, shareholders, directors, members, managers, officers, employees, related parties, successors and assigns (collectively, the "**Released Parties**") from any and all liability, claims or causes of action from any injury, illness, mishap, damage or loss (including loss of liberty or life), which I may incur or which may accrue to me, on account of my attendance at the Event in any way directly or indirectly associated with the COVID-19 virus. This is a complete and irrevocable release and waiver of liability. Specifically and without limitation, I hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' alleged or actual negligence. I covenant not to sue any of the Released Parties or their affiliates for any alleged liabilities, claims, or causes of action released hereunder.
3. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims (including claims for attorneys' fees) resulting from any injury, illness, mishap, damage or loss (including loss of liberty or life), sustained by me arising out of, connected with, or in any way associated with, COVID-19 or any illness directly or indirectly related thereto.
4. In the event of any emergency, I authorize the Released Parties to secure from any available clinic, hospital, physician or medical personnel any treatment deemed necessary for my immediate care. I agree that I will be responsible for payment of any and all medical services rendered.
5. I hereby represent, warrant and certify that I am good health and of sufficient mental and physical condition to properly take part in the attending the Event.
6. If I am in care of a minor child or children, I hereby indemnify, hold harmless, defend and discharge Victorian Tower House, LLC, and the Released Parties from any and all liability, claims and causes of action from any injury, illness, mishap, damage or loss (including loss of liberty or life), which I may incur or which may accrue to the child or children in my care, on account of the child or children's attendance at the Event in any way directly or indirectly associated with the COVID-19 virus.

I HAVE READ AND FULLY UNDERSTAND THE WAIVER SET FORTH ABOVE, INCLUDING THE PERMISSION TO SECURE MEDICAL TREATMENT AND THE RELEASE OF ALL CLAIMS, AMONG THEM CLAIMS FOR THE NEGLIGENCE OF THE RELEASED PARTIES. THIS WAIVER FOREVER IS BINDING UPON ME AND MY HEIRS, AGENTS, ATTORNEYS-IN-FACT, WARDS, PERSONAL REPRESENTATIVES AND ANYONE ELSE ENTITLED TO ACT ON MY BEHALF. THE TERMS OF THIS WAIVER ARE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. IN THE EVENT ANY TERM OR PROVISION OF THIS WAIVER IS FOUND TO BE UNENFORCEABLE OR VOID, IN WHOLE OR IN PART, THE TERM OR PROVISION CONCERNED SHALL BE CONSTRUED AS VALID AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND THE BALANCE OF THIS WAIVER SHALL REMAIN IN FULL FORCE AND EFFECT.

**SIGNATURE EVIDENCING CONSENT TO EXPRESS WAIVER AND RELEASE OF LIABILITY**

I have carefully read this Waiver and fully understand and consent to its terms. I have investigated the risks involved in my attendance of the Event, and I fully understand and assume such risks in accordance with this Waiver. I am aware that this is an express waiver and release of liability and a contract between the Released Parties and me. I sign it of my own free will without duress.

Attendee Printed Name:

Birthdate:

Signature:

Date:

FOR ATTENDEES UNDER 18 YEAR-OLD

Name of parent/guardian:

Parent guardian/signature:

Date: