

LIABILITY WAIVER

In consideration of allowing Participant access to and entry as a user of the “N-CORE Facilities and property” for all and any activities. Participants acknowledge that he/she has been advised that these activities could be dangerous and may lead to serious personal injury and/or death and/or property damage and that participants must observe all safety precautions in such activities and wear appropriate safety equipment at all times when engaging in all activities. Participant VOLUNTARILY ASSUMES full responsibility for serious personal injury and/or death and/or property damage caused by his or her presence at the N-CORE facilities and property, the use of the facilities and equipment and his or her involvement with and participation in all activities.

2. Participant hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE N-CORE, its board, the partners therein and their respective officers, directors, trustees, employees and agents, (the “Released Parties”) from all claims, causes of action, liabilities, losses, damages, and expenses arising from any injury or damage the Participant may suffer in connection with any activities at N-CORE, and/or surrounding areas. This release is made knowingly and shall bind participants, heirs, legal representatives, successors and assigns. Participant hereby agrees to indemnify and save and hold harmless the Released Parties from any causes of action, loss, damage, judgment, costs or expense arising in any way from the Participant’s presence at N-CORE, and in connection with any activities even those arising from the negligence of the Released Parties.

3. The Participant agrees to waive any protection afforded by any statute or law in the State of Texas whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person at the time of giving this Release does not know or suspect to exist at the time of executing this Release. Participant acknowledges that this Release is intended to be as broad and as inclusive as permitted under laws of the State of Texas and if any portion is held to be invalid the remainder shall, notwithstanding, continue in full legal force and effect.

4. PARTICIPANT HAS CAREFULLY READ AND VOLUNTARILY SIGNS THIS RELEASE.

Signature of Party Representative--By signing this document, I take responsibility for the waiver of liability of everyone in my party, including all minor children. This Release binds all custodial parents or legal guardians, and their heirs, representative, successors and assigns.

Signature on following pages along with instructions to read this release of liability.