

**TWIN VEE KEY, LLC.**  
**ACCEPTANCE OF RISKS INDEMNIFICATION AGREEMENT**

1. **Assumption of the Risk**

I, the undersigned Guest, fully understand and agree that participation in any activity associated with hosts, Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP using equipment provided by hosts or my own personal equipment, upon property owned or operated by Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP may result in accidental or other physical injury or property damage. I ACKNOWLEDGE THAT MY PARTICIPATION IN ACTIVITIES AT TWIN VEE KEY, LLC AND/OR SAUNDERS REAL ESTATE INVESTMENT, LP INHERENTLY ENTAILS KNOWN AND UNKNOWN RISKS AND INHERENT DANGERS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL ENTERTAINMENT QUALITIES OF THE ACTIVITIES. Furthermore, I understand that my host seeks safety, but are not infallible, and might be unaware of a guests fitness or abilities. Hosts might misjudge the weather, the elements, or the terrain , and may give inadequate warnings or instructions, and the equipment being used might malfunction. I also understand that hosts Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP have no control over certain hazards concerning surface or subsurface conditions of property; natural conditions of land, vegetation, or waters; and the behavior of wild or domestic animals. I understand that I am ultimately responsible for identifying hazards which may cause risk of injury or damage during my activities. I, for myself my heirs, legal representatives, and assigns agree to assume the risk of such injury or damage.

2. **Assumption of Personal Responsibility**

In consideration of the services of hosts, Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP their agents, owners, officers, volunteers, other guests, employees, and all other persons or entities acting in any capacity on their behalf, I ASSUME ALL THE FOREGOING RISKS AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY INJURY, DEATH, OR DAMAGE OF ANY KIND. I DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE TWIN VEE KEY, LLC AND/OR SAUNDERS REAL ESTATE INVESTMENT, LP AND ITS SUCCESSORS ASSIGNS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO HEREIN AS "RELEASED PARTIES"), FROM ANY AND ALL MANNER OF CAUSES OF ACTION, LAWSUITS, CLAIMS, DEMANDS, JUDGEMENTS AND DAMAGES of every kind and charactedr, known or unanticipated, including, but not limited to, claims of Released Parties negligence or the condition or use of the property of any of the Released Parties, that I have or could have against the Released Parties or any of them, resulting from or arising our of participation in the Activity.

3. **Agreement to Indemnify/Hold Harmless**

Twin Vee Key, LLC and/or Saunders Real Estate Investment, Lpshall not be responsible for any lost or stolen items of personal property. I AGREE TO INDEMNIFY AND HOLD TWIN VEE KEY LLC, AND/OR SAUNDERS REAL ESTATE INVESTMENT, LP AS RELEASED PARTIES HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including reasonable attorneys' fee for the defense thereof arising from a Guest's, or Guest's invitees', or children's activities on or around the property of Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP at anytime, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF TWIN VEE KEY, LC AND/OR SAUNDERS REAL ESTATE INVESTMENT, LP.

4. **Assumption of Costs/Medical Risks**

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

**SEE OTHER SIDE**

5. **Agreement NOT to Sue; Waiver of Liability, Choice of Law/Venue**  
 IN EXCHANGE FOR MY PARTICIPATION IN ACTIVITIES AT TWIN VEE KEY, LLC AND/OR SAUNDERS REAL ESTATE INVESTMENT, LP I (FOR MYSELF, MY HEIRS, FAMILY MEMBERS, PERSONAL REPRESENTATIVES, AND ASSIGNS), AGREE NOT TO SUE THE RELEASED PARTIES. I EXPRESSLY AGREE THAT THIS WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS IS PERMITTED BY THE STATE OF TEXAS, and that if any portion, word, term, phrase, clause or paragraph of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is further agreed that the execution of this waiver of liability, release indemnification and hold harmless agreement will not constitute a waiver by Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP of any defense recognized by federal or state courts. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Twin Vee Key, LLC and/or Saunders Real Estate Investment, LP on the basis of any claim from which I have released them herein. I understand that this is the entire agreement between me and Twin Vee Key, LLC, and/or Saunders Real Estate Investment, LP and this agreement cannot be modified orally. I also understand that this Agreement is governed by Texas law and that venue is proper only in Parker County, Texas.
6. **Authorization to Provide Medical Treatment**  
 I understand that Twin Vee Key, LLC seeks to provide a safe environment for Guests, however, I also understand that emergency medical care may or may not be immediately available if I do suffer minor or major or life threatening injury. I hereby authorize the staff and representatives of Twin Vee Key, LLC to arrange and secure any necessary emergency medical and dental treatment. I also understand that I am responsible for any charges for these emergency services.
7. **Attestation**  
 BY MY SIGNATURE , I ATTEST THAT I AM PHYSICALLY CAPABLE OF SAFELY PARTICIPATING IN OR ATTENDING DIVE ACTIVITIES, AND I AM NOT AND WILL NOT BE UNDER THE INFLUENCE OF ANY MEDICATION, ALCOHOL, OR SUBSTANCE. THAT WOULD IMPAIR MY ABILITY TO SAFELY PERFORM EITHER ACTIVITY. I have had sufficient opportunity to read this entire document and present it to an attorney for review if I wanted to. I have read and understood it, and I voluntarily agree to be bound by its terms. If I am under 18, I have permission of at least one Parent or Guardian to participate in the above activities as signed below. Finally, I HAVE READ THE GUEST RULES AND AGREE TO ABIDE BY THEM.

**COMPLETE INFORMATION REQUIRED BELOW**

**GUEST NAME:** \_\_\_\_\_ **/EMAIL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **/SIGNATURE:** \_\_\_\_\_

**CIRCLE ONE: INSTRUCTOR    DIVE MASTER    DIVER    STUDENT    GUEST**

**SCUBA SHOP AFFILIATION:** \_\_\_\_\_

**EMERGENCY NAME/NUMBER:** \_\_\_\_\_

**IF UNDER 18: PARENT/GUARDIAN(S) NAME :** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **/PHONE NUMBER:** \_\_\_\_\_

**MUST BE NOTARIZED WITHOUT PARENT OR GUARDIAN ONSITE : STATE \_\_\_\_ COUNTY \_\_\_\_\_**

**SWORN TO AND SUBSCRIBED BEFORE ME ON THE \_\_\_\_ DAY OF \_\_\_\_\_,**

**SIGNATURE:** \_\_\_\_\_ **COMMISSION EXP. DATE:** \_\_\_\_\_