

PHOTOGRAPHER (First & Last Name): _____

RELEASE AND WAIVER OF LIABILITY

In order to induce The Cotton Mill Partners, Ltd., a Texas limited partnership (“Cotton Mill”), to allow me to take photographs and/or participate in a photo shoot on its property located at 610 Elm Street, McKinney, Texas 75069, and as part of the consideration flowing to the Cotton Mill, the receipt and sufficiency of which are hereby acknowledged, I _____, hereby make this Release and Waiver of Liability (the “Release”) and agree as follows:

1. I represent and warrant as follows: (a) I am an individual over the age of eighteen years; (b) I desire to participate in a photo shoot on the property; (c) I understand and acknowledge that this activity could involve risks of physical injury while conducting the shoot or otherwise participating in the photography, as well as other risks; (d) I assume all of the risks involved in taking part in this activity; (e) I understand and acknowledge that the Cotton Mill will not allow me to participate in the photo shoot unless to the fullest extent allowed by law, I release and waive all Claims (defined below) against the Cotton Mill in any way related to this activity.

2. To the fullest extent permitted by law, I hereby waive, release, acquit, and forever discharge the Cotton Mill, each of its past, present, and future administrators, staff, directors, representatives, agents, members, officers, partners, and stockholders, individually and collectively (individually and collectively, the “Released Parties”) from any and all possible Claims that I have, or might have, against the Cotton Mill and/or any of the Released Parties, known or unknown, now existing or that may arise in the future, which arise out of or are attributable to or in any way based upon or related to my participation in the photo shoot or the photography referred to herein. I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HEREUNDER INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED UPON OR IN ANY WAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE COTTON MILL AND/OR ANY OR ALL OF THE RELEASED PARTIES.

3. As used herein, the term “Claims” means, individually and collectively, demands, claims, assertions, actions, causes of actions, counterclaims, cross-claims, disputes, indebtedness, obligations, promises, judgments, contracts, liens, security interests, executions of any nature, damages, costs, expenses, and liabilities whatsoever, at law or in equity, statutory or otherwise, arising under the laws of the State of Texas, the United States of America or any other state, country or governmental division.

4. This Release shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas, and the substantive laws of the United States of America, exclusive of conflicts of law rules. Exclusive venue for any lawsuit or other proceeding shall be in Collin County, Texas. To the fullest extent permitted by law, this Agreement shall be binding upon and benefit the Cotton Mill, the Released Parties and each of their respective successors, assigns and heirs.

5. I have had the opportunity to consult with counsel of my own choice and have been afforded the

opportunity to review this Release and understand its terms and conditions. I am entering into this Release of my own free will.

- 6. If any one or more of the provisions contained in this Release is for any reason held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall be severed from this Release and not be a part hereof. Moreover, so far as is reasonable and possible, a provision which is valid, legal and enforceable, and which is as near as possible to the intent manifested by the invalid, illegal or unenforceable provision shall be deemed to be a part hereof.

Signature_____

Printed Name_____

Permanent Residence_____

Witness_____

Date of Activity_____

Witness_____

Phone Number (day)_____

(both witnesses need to be at least 21 at the time of signing)

Cell Phone_____

E-M Address_____

If children are to be present at the shoot, list the children's name(s) and date of birth below (you **MUST** be the parent or guardian of the child(ren)):

CHILD's NAME:

CHILD's DOB:

Please make sure this form is completed in its entirety. You **MUST** have witness signatures before you submit the form to The Cotton Mill. The form does **NOT** need to be notarized, only Witnessed as indicated above.