

## **ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY**

In consideration of the use of the property, facilities and/or services of Houston Festival Committee the undersigned agrees as follows:

**1. RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment, facilities and services provided by Houston Festival Committee Dodgeball Tournament involves risks such as, but not limited to, the following which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.**

**2. ASSUMPTION OF RISK.** The undersigned ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those RISK FACTORS described in section 1 above.

**3. ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

**4. RELEASE.** The undersigned RELEASES Houston Festival Committee and the officers, employees and agents of each and agrees NOT TO SUE them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.

**5. WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**6. INDEMNIFY AND DEFEND.** The undersigned agrees to INDEMNIFY AND DEFEND Houston Festival Committee and the officers, employees and agents (hereinafter jointly referred to as \_ indemnitee \_ ) of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

**7. PAY.** The undersigned agrees to pay for any or all damages to any property or indemnitee caused by the undersigned either negligently, willfully, or otherwise.

**8. REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.

**9. EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**10. INSURANCE.** The undersigned understands that Houston Festival Committee does not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.

**11. ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CONSENT AND RELEASE ON BEHALF OF MINOR**

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

**Parent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_