

WAIVER OF LEGAL RIGHTS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This form must be signed by or on behalf of all individuals who will participate in the Village of Volente _____ Hayride, October 29, 2022 _____ (the "Activity"). Participants under the age of 18 must have this form signed by a parent or legal guardian (in such event, all references to "I" shall be deemed to refer to the participant who is under the age of 18).

Name: _____ Age: _____
Address: _____
City: _____ State: _____ Zip: _____ { } Male { } Female
Home Phone: _____ E-mail Address: _____
Emergency Contact: _____ Phone: _____ Relationship: _____

In consideration for being allowed to participate in the Activity, I, _____, the undersigned, acknowledge, appreciate and agree as follows:

I acknowledge that this Activity may involve strenuous activity and carries with it the potential for property loss, serious injury, permanent disability or death. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event officials, event monitors and/or organizers and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this Activity. Furthermore, I, expressly and unconditionally assume all risks and dangers known or unknown, foreseen or unforeseen, relating or incidental to my involvement in the Activity

I also attest I am free from any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, including but not limited to those activities associated with the Activity, (i) impair, prevent or prohibit me from engaging in such Activity or (ii) be affected, aggravated or worsened in any way as a result, directly or indirectly, of my involvement in the Activity.

WAIVER AND RELEASE / INDEMNIFICATION AND HOLD HARMLESS

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE ACTIVITY, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE VILLAGE OF VOLENTE, TEXAS, TOGETHER WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY *VOLENTE*) OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY *CLAIMS*), AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS *VOLENTE*, OF, FROM AND AGAINST ANY AND ALL *CLAIMS*

ASSERTED BY ANY PERSON OR ENTITY AGAINST *VOLENTE* WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *ACTIVITY* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY *VOLENTE* IN CONNECTION WITH THE *ACTIVITY* EVEN IF THE *CLAIM* IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF *VOLENTE* AND/OR THE RESULT OF THE ACTUAL OR ALLEGED NEGLIGENCE OF *VOLENTE*, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF *VOLENTE* AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF *VOLENTE*.

PHOTOGRAPHY PERMISSION

I hereby grant the Village of Volente, elected and appointed officials, employees and volunteers assisting on behalf of the Village of Volente permission to take pictures of me during my participation in the Activity of the for the use of non-profit advertising of the same. Any and all photography is the sole property of the Village of Volente and may be used for any and all publicity reasons or events that the Village sees fit.

ACKNOWLEDGMENT OF UNDERSTANDING

I warrant that I have read this full release and fully understand it as a release for the above described matter. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intent my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further warrant that no representation of any kind or character has been made to us by any person as an inducement for the execution of this release, and that the undersigned is of legal age, and am legally competent to execute this release.

I agree to the aforementioned terms and certify that all information provided on this form is true, accurate and complete in all respects.

Printed Name of Participant

Signature of Participant Date

For Participants under the age of 18: Signature of Parent or Guardian Required

I, the undersigned _____, hereby certify and represent that I am the legal parent or guardian of the Minor Participant. After fully informing myself of the nature and risks associated with the Activity, I give my permission for Minor to participate in the Activity. In consideration for allowing the Minor Participant to participate in the Activity, I fully ratify, accept and agree to the aforementioned terms both for myself individually and for the Participant.

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date