

CITY OF SAN MARCOS, TEXAS PARKS AND RECREATION DEPARTMENT

RELEASE AND WAIVER OF LIABILITY

To participate in activities conducted by the City of San Marcos, TX, Parks and Recreation Department, this Release And Waiver of Liability must be completed. Applicants under age 18 must have a parent or legal guardian complete this form.

PLEASE READ THIS FORM CAREFULLY.

In consideration of being permitted to participate in city sponsored/conducted programs, and related events and activities, the UNDERSIGNED PARTICIPANT, for himself/herself, or through his/her parent(s), personal representative or legal guardian:

1. ACKNOWLEDGES, AGREES, AND REPRESENTS that PARTICIPANT will, upon entering any official venue areas and prior, and continuously thereafter, inspect such official venue areas and all portions thereof which PARTICIPANT enters prior to participating. If, upon such inspection, PARTICIPANT feels anything to be unsafe, PARTICIPANT will immediately (and prior to participation) advise city officials of such, refuse to participate, and leave the official venue area. By such entry and participation, PARTICIPANT acknowledges that PARTICIPANT has inspected such official venue areas and accepts such as being safe and reasonably suited for PARTICIPANT.
2. ACKNOWLEDGES AND FULLY UNDERSTANDS that the PARTICIPANT will be engaging in events and activities that potentially involve the risk of serious injury or possibly permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence, but the actions, inactions, or negligence of others, or the condition of the premises or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time.
3. ASSUMES full responsibility for all the foregoing risks, known and unknown, and accepts personal responsibility for the damages following any injury, permanent disability, or death.
4. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of San Marcos, its officers and employees, affiliated organizations, promoters, other participants, operators, officials, sponsors, advertisers, volunteers of premises used to conduct the event and their officers and employees, all of which are hereinafter referred to as "RELEASEES", from all liability to the PARTICIPANT, his/her legal guardian, personal representatives, heirs, executors, administrators, successors, assigns, and next of kin for all claims, demands, losses or damages on account of injury, including damage to property, caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise.
5. AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs caused by any negligent or intentional act of the PARTICIPANT in or upon the official venue areas or in any way competing or participating in events or activities sponsored/conducted by the City of San Marcos INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY COMPANY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.
6. AUTHORIZES, in the event the PARTICIPANT sustains injury or illness while participating in the program, and related events or activities, any emergency first aid, medical treatment or surgery deemed

necessary by licensed medical personnel, and gives permission for attending medical personnel to execute on behalf of the PARTICIPANT permission forms or other necessary medical documents and to act on PARTICIPANT'S behalf if PARTICIPANT is unable.

7. CONSENTS to allow the PARTICIPANT'S name, image, likeness and/or voice to appear in publications, official documentaries, promotional materials, and advertisements, and any and all television, social media, radio or film coverage of the City of San Marcos in any manner incidental to his/her participation in the program, without compensation.

8. ACKNOWLEDGES that the City of San Marcos reserves the right to modify or cancel any and all programs or functions now or in the future based on local, state or federal guidelines.

9. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws or principles. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

This waiver, release and indemnification agreement specifically embraces each and every event or activity sponsored/conducted by said RELEASEES, and has the same effect as if executed after each and every sanctioned event or activity in which the PARTICIPANT participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every sanctioned event or activity.

THE PARTICIPANT, AND PARTICIPANT'S PARENT OR LEGAL GUARDIAN, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

PARTICIPANT(S) or CHILD'S NAME: PARENT/GUARDIAN (if participant under 18):

_____ DATE: _____

Initials and Completion of Online Transactions Constitutes Acceptance of the Release and Waiver of Liability.