



Participant Registration Form

VOLUNTARY WAIVER AND RELEASE

This Voluntary Waiver and Release Agreement (this “Agreement”) is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned’s parent or legal guardian (together with any heir, successor, representative or assign, collectively as “Participant”) in favor and for the sole and exclusive benefit of the Released Parties (as defined herein). In connection with Participant’s involvement in a contest, promotional activity or in any other event which may take place in Anna, Texas (collectively, an “Event”), Participant hereby certifies, warrants, represents, agrees and covenants to The City of Anna Parks and Recreation, City of Anna and each of their respective affiliates, officials, officers, employees, contractors, agents, volunteers, successors and assigns (collectively, the “Released Parties”), that he/she is:

- (1) FREE OF 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 EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT’S INVOLVEMENT IN SUCH EVENT;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT’S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;
- (3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT’S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK. PARTICIPANT AGREES THAT PARTICIPANT DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT’S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT THE EVENT MAY INVOLVE STRENUOUS ACTIVITY, WHICH MAY BE POTENTIALLY HAZARDOUS, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS, THE EFFECTS OF WEATHER AND THE CONDITION OF SURFACES. FURTHERMORE,

PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEATH, BODILY INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE (COLLECTIVELY, THE "LOSSES"), ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH, INCLUDING LOSSES CAUSED BY THE NEGLIGENCE, OR ALLEGED NEGLIGENCE, OF THE RELEASED PARTIES.

Participant understands that by signing this Agreement, Participant covenants and agrees that Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Released Parties, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event or any other Event associated therewith. Participant agrees to indemnify, defend and hold the Released Parties harmless from any loss or damages, including attorneys' fees (and related expenses) and costs, sustained by the Released Parties, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained in this document.

MEDICAL ATTENTION. Participant agrees that during the Event, the Released Parties are authorized to secure appropriate medical attention for Participant in the event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by Participant's insurance.

IMAGE RELEASE. Participant further agrees that the Released Parties shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith.

SEVERABILITY. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

GOVERNING LAW. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in a court of competent jurisdiction in Collin County, Texas.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all information provided on ALL forms Participant submits to the City is true, accurate and complete in all respects.

Signature of Participant if age 18 or older

Date: _____

Printed Name

Signature of Parent/Guardian if Participant is under 18

Date: _____

Printed Name