



WAIVER, RELEASE OF LIABILITY, INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT

**PLEASE READ THIS DOCUMENT CAREFULLY.
BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.**

In consideration of the privilege to (i) enter upon any property licensed to Tribe Athletics (hereinafter called "Licensee") for purposes of youth sports and athletic or recreational activities (the "Property"); and (ii) participate in lawful recreational or athletic activities, as more fully described below, on the Property, I, for myself, or a minor child or ward, my heirs, personal representatives, successors and assigns, do hereby agree to all the terms and conditions set forth in this agreement (this "Agreement").

1. WARNING OF DANGEROUS CONDITIONS, ASSUMPTION OF RISKS, AND CONSENT TO TREATMENT.

a. I am aware, understand, and agree that the Property may consists of rough undeveloped terrain and water sources as well as developed areas with improvements, and may present obvious and latent conditions, both natural and manmade, which are dangerous and hazardous and which involve RISK OF INJURY TO ME, INCLUDING ILLNESS, SERIOUS BODILY INJURY, AND DEATH, AND LOSS OF OR DAMAGE TO MY PROPERTY.

b. I am aware, understand, and agree that participating in any activity upon the Property, including but not limited to strength and conditioning training, football, cheer, basketball, volleyball, track, golf, and other recreational or sports activities, is inherently dangerous and may involve RISK OF INJURY TO ME, INCLUDING ILLNESS, SERIOUS BODILY INJURY, AND DEATH, AND LOSS OF OR DAMAGE TO MY PROPERTY.

c. I am aware, understand, and agree that others may be participating in activities upon or near the Property, and I understand that their activities may involve RISK OF INJURY TO ME, INCLUDING ILLNESS, SERIOUS BODILY INJURY, AND DEATH, AND LOSS OF OR DAMAGE TO MY PROPERTY.

d. I am aware, understand, and agree that COVID-19 is reported to be extremely contagious, and some medical personnel believe the virus is spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19, and vaccines have not been demonstrated to be 100% effective. Accordingly, my presence at the Property and participation in the activities on the Property may involve RISK OF INJURY TO ME, INCLUDING ILLNESS, SERIOUS BODILY INJURY, AND DEATH.

e. I am aware, understand, and agree that Licensee may need to respond to accidents, injuries, and potential emergency situations associated with my use of the Property and participation in activities on the Property. I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in the activities with the understanding that the cost of any such treatment will be my responsibility.

f. I am aware, understand, and agree that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of Licensee.

g. **I am knowingly and voluntarily entering the Property and participating in activities on or near the Property with an express understanding of the dangers involved and, in consideration of being invited to enter the Property, hereby agree to accept and ASSUME ANY AND ALL RISKS of injury, death, or property damage, whether caused in whole or in part by the negligence of Licensee, or otherwise.**

2. WAIVER AND RELEASE OF LIABILITY. I hereby expressly **WAIVE AND RELEASE** any and all losses, injuries (including bodily injury and death), liabilities, claims, causes of action, suits, demands, damages, liens, judgments, costs and expenses (including attorney's fees, court costs, costs of investigation, and expert fees) (collectively, "Claims"), which I may now or hereafter have against Licensee, and its owners, managers, members, shareholders, directors, officers, agents, representatives, employees, independent contractors, affiliates, other related entities, successors, and assigns (Licensee, and all such persons being hereinafter referred as "Releasees") arising from or related to my use of the Property or participation in any activities thereon or nearby, whether arranged by any Releasee or otherwise, **including but not limited to, any Claim based upon the negligence, in whole or in part, of any Releasee.** I covenant not to make or bring any Claim against Licensee, or any other Releasee, and forever release and discharge Licensee, and all other Releasees, from liability under such Claims.

3. INDEMNITY AGREEMENT. I hereby agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Licensee, and all other Releasees, for any Claims of any nature arising from or related to (a) my use of the Property or participation in any activities thereon or nearby; (b) any treatment provided by emergency personnel at the Property or at a hospital; and (c) any Claims of third persons who may be injured by my activities while upon the Property, **including but not limited to, any Claim based upon the negligence, in whole or in part, of any Releasee.**

4. SEVERABILITY, CHOICE OF LAW, AND VENUE. It is the intention of the parties hereto that this Agreement be as broad and inclusive as is permitted by the laws of the State of Texas, and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas regardless of conflicts of law provisions, and the venue for any claims that may be brought against Licensee, or any other Releasee, shall be brought in Bastrop County, Texas, regardless of the place or places of physical execution of or performance under this Agreement. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

5. VOLUNTARY SIGNATURE. The undersigned has read and understood this Agreement, which is voluntarily signed in consideration of the above-referenced privileges. **I acknowledge that I am voluntarily giving up substantial legal rights, including the right to sue Licensee, and all other Releasees, without any inducement, assurance, or guarantee being made to me.**

SIGNED this _____ day of _____, 2021. A new Agreement must be signed at least once per calendar year.

Printed Name of Participant

Signature of Participant

If Participant is under eighteen (18) years old:

Printed Name of Parent/Guardian

Signature of Parent/Guardian