

Release of Waiver
CITY OF OAK RIDGE NORTH, TEXAS

In consideration of being allowed to utilize the facilities, services, parks and programs of the City of Oak Ridge North for any purpose, including, but not limited to observation or use of facilities, parks or equipment, or participation in programs affiliated with the facilities, services or parks, the undersigned, for himself or herself or company and any personal representatives, heirs, next of kin, or officers and employees of such company, hereby acknowledges, agrees and represents that he/she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the facility for observation or use of any facilities, parks or equipment, or participation in such affiliated program constitutes an acknowledgement that the undersigned has inspected such premises and all facilities and equipment thereon, any such affiliated program has been carefully considered, and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned.

The undersigned is aware of the different types of activities, equipment, and facilities offered by the City of Oak Ridge North, and is aware of the risks inherent in the participation in such activities and use of such equipment, parks, and facilities.

In further consideration of being permitted to enter the facility for any purpose including, but not limited to observation or use of facilities, parks or equipment, or participation in any program, the undersigned hereby agrees to the following:

1. The undersigned on his or her behalf and, if applicable, on behalf of the company, hereby releases, waives, discharges and covenants not to sue the City of Oak Ridge North, its officials, officers, employees, or agents (hereinafter referred to as "Releasees") from all liability to the undersigned and any personal representatives, assigns, heirs, and next of kin, or officers and employees of such company, for any loss or damage, and any claim or demands therefor on account of injury to the person or property, including injury resulting in death of the undersigned whether caused by the negligence of the Releasees or otherwise while the undersigned is in, upon, or about the premises, facilities, or equipment therein or participating in any program affiliated with the City of Oak Ridge North.
2. The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any, loss, liability, damage or cost Releasees may incur due to the presence of the undersigned upon or about the premises or in any way observing or using any facilities or equipment of the City of Oak Ridge North or participating in any program, whether caused by the negligence of the Releasees or otherwise.

The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage to the undersigned due to negligence of Releasees or otherwise while in, about or upon the premises while using the premises or any facilities or equipment thereon or participating in any program affiliated with the City of Oak Ridge North.

The undersigned further expressly agrees that the foregoing Waiver and Release is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs the Waiver and Release, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I have read and understand this Release and Waiver.

Signature: _____

Date: _____