

# Irma Lewis Seguin Outdoor Learning Center



## SEGUIN OUTDOOR LEARNING CENTER WAIVER OF FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Name of Bird Viewing Friend of ILSOLC: \_\_\_\_\_

Name of Parent/Guardian/Volunteer: \_\_\_\_\_

Date(s) this INDIVIDUAL OR GROUP/ORGANIZATION will be at the Seguin Outdoor Learning Center: \_\_\_\_\_

January 1, 2020 – December 31, 2020

The undersigned, being at least 18 years of age, on behalf of myself if I am participating or if for a Minor, hereby represents that he/she is the parent or guardian of \_\_\_\_\_ (hereafter referred to as the "Child") and, in exchange for the Seguin Outdoor Learning Center, (hereafter referred to as SOLC) making these facilities and services available to me and/or the Child, hereby CONTRACTS AND AGREES AS FOLLOWS:

I RECOGNIZE that there are RISKS in any experience, adventure, sport or activity associated with the outdoors. I am FULLY AWARE of the possible RISKS and DANGERS inherent in participating in the activities offered by SOLC, including, BUT NOT LIMITED TO: archery, mountain biking, ropes/challenge courses, rock climbing, canoeing, fishing, use and safety of firearms, hiking, backpacking, camping, outdoor cooking, nighttime activities, exposure to wild and domestic animals, abrupt weather changes and the unexpected occurrences of activities conducted in natural surroundings. Accordingly, I and the Child understand that I and the Child must exercise caution and common sense at all times and anticipate the unexpected.

Knowing of the possible RISKS, DANGERS and RIGORS required, that are NOT LIMITED to those listed above, by my signature below, I EXPRESSLY ACCEPT THESE RISKS, DANGERS and INHERENT RISKS for myself and for any Child for whom I am signing. I ASSUME FULL RESPONSIBILITY FOR PERSONAL INJURY, INCLUDING DEATH, to myself and/or the Child and for loss or damage to personal property as a result of participating in SOLC activities or because of the inherent risks and dangers of nature or animal activities. I understand that the SOLC property is in a "natural" state and NOT CONTINUOUSLY MAINTAINED OR PATROLLED and that it is my responsibility to deal with any accident or emergency situation. I UNDERSTAND AND ACCEPT that response time to any accident could be lengthy.

For myself and any Child for whom I am signing, the undersigned agrees and understands that SOLC activities may be HAZARDOUS ACTIVITIES which may result in INJURY or DEATH to me or any Child during my/his/her participation. I also understand that the best efforts of the SOLC CANNOT PREVENT injury. Natural and man made risks exist and accidents do occur. PARTICIPATION in SOLC ACTIVITIES DOES NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN OUTDOOR, CHALLENGE, AND NATURE RELATED ACTIVITIES.

Therefore, in consideration of SOLC making the facilities and activities available I HEREBY FULLY RELEASE on behalf of myself and/or my Child and PROMISE NOT TO SUE and AGREE TO INDEMNIFY and HOLD HARMLESS SOLC, its agents, employees and all related entities from ANY AND ALL LIABILITY FOR INJURIES, DEATH OR DAMAGE while on SOLC premises, including but not limited to, any and all RESULTING FROM NEGLIGENCE. In addition, I personally and on behalf of my Child RELEASE the SOLC, its agents, employees, and all related entities for any consequential damages, even if CAUSED BY NEGLIGENCE, which may arise from injury to persons or property.

In addition, any undersigned parent/guardian signing below represents to SOLC that they have the AUTHORITY to enter into this contract on behalf of said CHILD and on behalf of ANY OTHER PARENT OR GUARDIAN of said Child and AGREES TO DEFEND and INDEMNIFY SOLC from any and all claims brought on behalf of the undersigned or said Child or any other parent/guardian thereof, even after the Child has attained maturity, or for any third parties injured by the Child, and HOLD SOLC, its representatives, agents, affiliates, officers, directors, servants, and employees HARMLESS from any claim, legal action, harm, injury, damages, or loss to person and/or property.

I ALSO AGREE that neither I nor the Child will be under the influence of liquor or narcotics or any prescription or other drugs that affect our physical or mental abilities to participate, and to abide by all rules, regulations and warnings and to only conduct myself and/or ourselves in a careful and prudent manner.

The undersigned, if signing for a Child, further AUTHORIZES anyone working at the SOLC to call for medical care for the Child or to transport the Child to the appropriate hospital or clinic, if, in the opinion of anyone working at the SOLC, medical attention is needed for the Child. The undersigned agrees that upon turning the Child over to the undersigned or their designees or to any ambulance or other medical transport, medical facility, clinic or hospital, that the responsibility of the SOLC shall be totally fulfilled and the SOLC shall not have any further responsibility for the Child. The undersigned AGREES TO INDEMNIFY and hold the SOLC, its representatives, agents, affiliates, directors, servants and employees harmless from any costs incurred therein, or any claims arising there from.

In exchange for, and in consideration of, the SOLC's provision of its facilities and staff, I CONTRACTUALLY AGREE that any and all disputes between myself and/or the Child and the SOLC arising from my and/or the Child's participation in activities or presence at the SOLC, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF TEXAS and the EXCLUSIVE JURISDICTION thereof will be in the state courts of the STATE OF TEXAS FOR GUADALUPE COUNTY.

I have carefully read the foregoing FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT and understand its contents, including the jurisdictional agreement. I ACKNOWLEDGE AND UNDERSTAND THAT THIS IS A FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, that is includes any and all claims by any CHILD, ME, or anyone else on my Child's behalf for any reason, INCLUDING NEGLIGENCE, and that I am CONTRACTUALLY AGREEING TO THESE TERMS FREELY, FULLY AND WITHOUT RESERVATION in exchange for the right to have myself and/or Child participate in SOLC activities.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS OF MYSELF AND ANY MINOR BY SIGNING IT.

\_\_\_\_\_  
Print Name of participant

\_\_\_\_\_  
Print Name of Parent/Guardian (if participant is a minor)

\_\_\_\_\_  
Print Name of participant

\_\_\_\_\_  
Print Name of Parent/Guardian (if participant is a minor)

\_\_\_\_\_  
Signature of participant OR parent/guardian if participant is a minor

\_\_\_\_\_  
Date

Contact Phone \_\_\_\_\_

Contact Email Address \_\_\_\_\_

EMERGENCY CONTACT NAME/ PHONE NUMBER: \_\_\_\_\_

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Unless otherwise indicated by name, all participants agree to allow ILSOLC to use photographs for promotional reasons.

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