

WAIVER AND RELEASE FORM

**The Woodlands Township, Parks and Recreation Department, The Woodlands Recreation Center, Inc.,
and/or The Rowing Club of The Woodlands**

In consideration of being allowed to participate in any way in any program, activity or event, (referred to herein as the "Program") sponsored by, performed by, or in any way involving The Woodlands Township, Parks and Recreation Department, or The Woodlands Recreation Center, Inc. ("TWT/Parks and Rec"), I, as Participant, or if Participant is a minor, as parent or guardian of the minor Participant (herein referred to as "I") and intending to be legally bound do hereby acknowledge and agree to the following:

- 1. I hereby waive, discharge, and release any and all rights and claims for damages whether based upon negligence or any other theory of law, which I, or my child, heirs, agents, representatives, or assigns may have against TWT/Parks and Rec, and its affiliates, agents, representatives, assigns, or successors including, without limitation, The Woodlands Commercial Owners Association, The Woodlands Association, The Woodlands Township (the "Associations"); any affiliates or subsidiaries of TWT or the Associations; any officers, directors, shareholders, agents *and/or* employees of or associated with TWT/Parks and Rec, the Associations, the municipalities or counties in or through which the programs or events take place or are conducted, as well as any other person, entity or sponsor connected with the Program and any of their affiliates, agents, representatives, assigns, successors, officers, directors, shareholders, and employees, for any and all injuries or damages which I, or my child, may suffer while taking part in the Program.
- 2. I hereby assume any and all of the foregoing risks resulting from my, or my child's, participation in the Program and accept all personal responsibility for any resulting damage including, but not limited to, injury, permanent disability or death
- 3. I hereby verify that I, or my child, am/is in good physical health and able to participate in and/or complete the Program.
- 4. I hereby agree to indemnify and hold the TWT/Parks and Rec and the Associations harmless from and against all liabilities for any injury which may be suffered by the Participant arising out of or in any way connected with his/her participating in the Program.
- 5. I hereby agree to indemnify and hold the Rowing Club of The Woodlands, its agents, employees or representatives harmless from and against all liabilities for any injury which may be suffered by the Participant arising out of or in any way connected with his/her participation in the Program regardless of whether or not caused in whole or in part, active or passive, or by the breach of any express or implied warranties, or in defect in any premises or equipment.
- 6. I have read and fully understood this Waiver and Release. I further understand that by participating in the Program, *I/we* will have waived substantial rights.
- 7. I have knowingly and voluntarily agreed to this Waiver and Release.

FOR PARENTS OF PARTICIPANTS UNDER THE AGE OF 18

I affirm and acknowledge that I, as parent/guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided by the Waiver and Release herein,

MEDIA PHOTO WAIVER:

I hereby authorize and give my full consent to the TWT/Parks and Rec and the Association and their agents and assigns to take, copyright and/or publish any and all photographs, videotapes and/or film (the "Media") in which I, or my child, may appear while participating in the Program. I further authorize that TWT/Parks and Rec and the Association to transfer, use or cause to be used, the Media in any exhibitions, public displays, publications, commercials, art and advertising purposes, without limitations or reservations

Printed Name of Participant

E-mail Address

Signature of Participant, Parent or Legal Guardian

Date