

variety's
PEACEABLE KINGDOM **M**
Retreat for Children

RELEASE AND WAIVER OF LIABILITY

I _____, my minor child, _____ or a minor child under my legal guardianship (individually and collectively referred to as Participants), intend to participate in one or more of the following programs of Variety, The Children's Charity of Texas (the Program) (circle all that apply):

- Heart of Variety Fund
- Variety's Peaceable Kingdom Retreat for Children
- Special Event:
- Other:

School: _____ SkillsUSA District 10

Teacher Name: _____

Trip Date: _____

(Please initial each line if applicable)

Assumption of Risk. Participants assume all responsibility for Participants' own safety while participating in the Program. Participants understand that the Program may involve participation in exercises which are physically demanding and could subject Participants to stress, anxiety, and possible hazards, not all of which can be foreseen. Participants further understand that the Program may involve climbing and walking on cables, logs, ladders, walls, and beams, at times thirty feet or more above ground. Participants further understand that participation in the Program is completely voluntary, and Participants assume the risk of any and all injuries that may occur to Participants as a result of participation in the Program.

N/A Equipment. (HEART OF VARIETY) Participants understand and agree that Variety is in no way responsible for installing, delivering, repairing, reclaiming, disposing of, maintaining, or replacing any equipment provided for Participants' use during the Program. It is Participants' sole responsibility to maintain, repair, and safely dispose of the equipment. Any costs that may be associated with the equipment, such as installation, delivery, labor, disposal, etc., that are not explicitly stated in writing from Variety as Variety's responsibility, are Participants' responsibility. Additionally, Participants understand and agree that they are responsible for providing insurance for the equipment and any and all costs connected therewith. Participants further agree to fully comply with all safety or other local, state, or federal laws, regulations, and codes in connection with the equipment.

Waiver and Release. Participants release and forever discharge and hold harmless Variety, The Children's Charity of Texas and its directors, officers, employees, agents, attorneys, related entities, successors, and assigns (collectively, Variety) from any and all liability, claims, and demands of any kind or nature, either in law or in equity, which arise now or in the future in connection with Participants' participation in the Program. Participants understand and agree that this Release discharges Variety from any liability or claim that Participants may have against Variety with respect to bodily injury, personal injury, illness, death, or property damage that may result from Participants' participation in the Program. Participants expressly waive any right to a trial by judge or jury that Participants may otherwise have with regard to any claim or liability related to Participants' participation in the Program.

Medical Treatment. Participants consent to receive emergency medical treatment in the event of illness or injury and release and forever discharge Variety from any liability or claim whatsoever which arises or may later arise on account of any medical services rendered in connection with an emergency during Participants' participation in the Program.

Photo and Media Release. Participants grant to Variety all right, title, and interest in any and all photographs, images, video, or audio recordings of Participants or Participants' likeness or voice made by Variety in connection with the Program. Participants understand and agree that they will not receive compensation for any use of such material.

Broad Release Intended. Participants expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Participants further agree that in the event any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

**ACKNOWLEDGEMENT
READ CAREFULLY BEFORE SIGNING**

By my signature below, I acknowledge that I have read this release and waiver of liability in its entirety and, in consideration for the right of myself and my minor child or a minor child under my legal guardianship to participate in the Program, I in good faith make the releases and waivers and assume the responsibilities contained herein. I acknowledge that I have had an opportunity to ask questions and consult with an attorney of my choosing, and that I freely agree to the terms expressed in return for participation in the Program.

Participant's Printed Name Age (if under 18)

Participant's Signature if age 18 or older Date

IF PARTICIPANT IS UNDER 18, ALL PARENTS OR GUARDIANS MUST SIGN:

Parent/Guardian's Printed Name if Participant is under 18 or under legal guardianship

Parent/Guardian's Signature if Participant is under 18 or under legal guardianship Date

Additional Parent/Guardian's Printed Name if Participant is under 18 or under legal guardianship

Additional Parent/Guardian's Signature if Participant is under 18 or under legal guardianship