

Date: \_\_\_\_\_



**IN CONSIDERATION OF** the risk of injury that exists while participating in, volunteering at a **FIRST® in Texas** event / activity (hereinafter the "Activity") and my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I", or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge the FOUNDATION FOR INSPIRATION & RECOGNITION SCIENCE & TECHNOLOGY IN TEXAS, INC. herein referred to as "**FIRST® in Texas**" located at 2186 Jackson Keller Rd Ste 2132, San Antonio, Texas 78213, their affiliates, vendor, board members, agents, contractors, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize **FIRST® in Texas** to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may include the use of tools, and working with various commercial materials, attendance of public events that may carry with it the risk of serious injury, exposure to communicable disease, and property loss. I agree to abide by the **FIRST® in Texas** Safety Guidelines, for which I can review at <http://FIRSTinTexas.org/safety>.

**I FURTHER ACKNOWLEDGE** that as part of this Activity I (we), grant and authorize **FIRST® in Texas**. the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me by **FIRST® in Texas**, its contractors, volunteers, sponsors or agents, to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely unless I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of **FIRST® in Texas**. and will not be returned.

I hereby hold harmless, and release **FIRST® in Texas** from all liability, petitions, and causes of action which I, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND PERMISSION TO USE MY IMAGE. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE FIRST® IN TEXAS AND ALL OF ITS AFFILIATES, MANAGERS, OFFICERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FIRST® IN TEXAS.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of FIRST® in Texas, its agents, contractors, volunteers, board members, and employees.

I agree that this Release shall be governed for all purposes by Texas law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.**

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Parties agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

Name Of Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address City, State Zip

\_\_\_\_\_  
Signature of Participant (18 or older) email address mobile phone number

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian.

I HEREBY CERTIFY that I am the parent or guardian of named above and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Name Of Guardian: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guardian email address mobile phone number

\_\_\_\_\_  
Mailing Address City, State Zip

DATA PRIVACY STATEMENT: FIRST® in Texas will only use your information for official business and will limit access to your data to only those that need access to your data to conduct business. Furthermore, we will never share your personal information with any third party other than FIRST® (<http://firstinspires.org>) and those we are compelled to do so by legal action.