Arts & Minds
enriching community through arts and education

Waiver of Liability, Assumption of Risks, and Indemnity Agreement

WAIVER: In consideration of my child(ren) or ward(s) or me being permitted to participate in any way in any and all activities of Arts & Minds at the residence of any Member or at any and all locations where such Arts & Minds activities take place (collectively, the "Activities"), I, for myself, my child and/or ward, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge, Arts & Minds, its directors, officers, staff members, volunteers, advisors, property owners, and/or agents, from liability and of and from any and all claims including the negligence or default of Arts & Minds, its directors, officers, staff members, volunteers, advisors, property owners, and/or agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activities.

ASSUMPTION OF RISKS: Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones or teeth, asthma or heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activities, which may include without limitation parties, picnics, hiking, field trips to museums, plays, or parks, rehearsals, or practices. I hereby assert that my participation and/or the participation of my children or wards is voluntary and that I knowingly assume and accept all risks. I also understand that I may participate in activities that are not sponsored or supported by Arts & Minds but are private activities of Members and that I assume all risks associated with such private activities ("Non-Arts & Minds Activities").

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Arts & Minds, its directors, officers, staff members, volunteers, advisors, property owners, and/or agents, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of my involvement in the Activities or Non-Arts & Minds Activities or both, and/or the involvement of a minor child or ward of mine in the Activities or Non-Arts & Minds Activities or both, in any location where Activities or Non-Arts & Minds Activities or both are conducted, and of and from all claims which may hereafter develop or accrue to them on account of injury, loss or damage, which may be suffered by said minor or to any property, because of any matter, thing, or condition, negligence or default whatsoever, and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver, and assumption of risks, indemnification and hold harmless, agreement is intended to be as broad and inclusive as is permitted by the law 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.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this Waiver of Liability, Assumption of Risks, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

_____
Signature of Parent/Guardian

_____
Printed Name of Parent/ Guardian

Date Signed: _____

_____
Print Name of Minor Minor's Age