

Agreement, Release, and Waiver of Liability

In consideration of the acceptance of my application to participate in the *North Texas Senior Games* I hereby, for myself, my heirs, executors, administrators, and assigns do hereby release, waive, and/or forever discharge any and all rights, claims, and causes of action for damages that may be suffered by me as the result of my preparation for and/or participation in the 2018 North Texas Senior Games.

I recognize and voluntarily accept all risks associated with my participation in the event, no matter how remote or unlikely. I realize that my activity may well include serious bodily injury, catastrophic spinal injury (including total or partial paralysis), permanent impairment, brain damage, and even death. I recognize that these injuries may be sustained by me from falling, tripping, being pushed, running, striking, or being struck by a spectator, another participant, a vehicle, equipment used in the event, and the like.

As an adult, I take full responsibility for my participation in this event and for the level at which I choose to participate. I have no impairment, physical or mental, that should preclude my participating in this event at the level that I choose. I am physically fit and capable of participating in this event at the level that I choose. I understand that I can remove myself from participating in this event at any time I choose to do so. I do not expect the Senior Sports Festival, its agents, volunteers, officers, employees, any partner cities, or sponsors to coach, manage, instruct, or train me for this event. I recognize that it is my personal responsibility to learn, prepare, understand, and obey the rules for this activity or event.

Prior to participating as an athlete I will inspect the facilities and equipment to be used and if I believe some to be unsafe, I will immediately report such condition(s) to the Sport Commissioner, Supervisor, or Official connected with the Festival and either decline to participate or assume the risk of participating.

The undersigned expressly agrees that the foregoing Waiver and Release of all claims is intended to be as broad and inclusive as is permitted by the laws 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.

I assume all of the above risks and release, waive, discharge, hold harmless indemnify, and covenant not to sue North Texas Senior Games, Midwestern State University, North Texas Rehabilitation Center, Village Bowl, Weeks Park Golf Course, City of Wichita Falls and/or Wichita Falls Parks & Recreation, Wichita Falls Independent School District, any of the organizations board, employees, volunteers, coaches, trainers, officials, partner cities and sponsors, or others affiliated with the Festival.

Further, I grant full permission to use my photograph, picture, likeness, and/or voice to appear in any official documentary, promotional (including any and all advertisements), television, radio, or film coverage of the North Texas Senior Games without compensation.

I consent to all emergency medical treatment as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the Festival.

I, the undersigned, have carefully read and voluntarily signed this hold-harmless Waiver and Release of all claims and fully understand its contents and meaning as full waiver and release of all claims, liability, and indemnity for the Senior Sports Festival, its agents, volunteers, officers, employees, and any partner cities, and sponsors.

Participant Signature

Date

Participant Name (print)

Date