



Recreation and Lifelong Learning Department

## *Liability Waiver*

### ***RELEASE, WAIVER OF CLAIMS, & INDEMNIFICATION***

I, ON BEHALF OF MYSELF AND/OR THE INDIVIDUAL(S) BEING REGISTERED, AGREE TO ALLOW THE REGISTRANT TO PARTICIPATE IN ACTIVITIES DIRECTLY OR INDIRECTLY OPERATED, OFFERED, CONDUCTED AND/OR OTHERWISE PROVIDED BY THE CITY OF BURLESON (THE "CITY") INCLUDING, BUT NOT LIMITED TO, MEMBERSHIPS, PASSES, ADMISSIONS, CLASSES, PROGRAMS, SPECIAL EVENTS AND/OR ANY OTHER TYPE OF ACTIVITY (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "ACTIVITIES") AND HEREBY AUTHORIZE THE CITY, ITS EMPLOYEES, VOLUNTEERS, PROGRAM DIRECTORS AND/OR INSTRUCTORS AS DULY AUTHORIZED AGENT(S) FOR THE REGISTRANT, TO CONSENT OF MEDICAL, EMERGENCY, SURGICAL AND/OR DENTAL CARE, SERVICES, EXAMINATIONS AND/OR ANY AND ALL OTHER TREATMENTS DEEMED NECESSARY BY SUCH PROFESSIONALS AND ARISING OUT OF AND/OR IN CONJUNCTION WITH, DIRECTLY OR INDIRECTLY, THE ACTIVITIES.

FOR AND IN CONSIDERATION OF MY/OUR PARTICIPATION IN ACTIVITIES, I HEREBY AGREE TO RELEASE, ACQUIT, HOLD HARMLESS FOREVER DISCHARGES AND WAIVE ANY AND ALL CLAIMS THAT I/WE MAY HAVE AGAINST THE CITY OF BURLESON, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, VOLUNTEERS, PROGRAM DIRECTORS, INSTRUCTORS, MEMBERS, HEIRS, LEGATEES, ADMINISTRATORS, EXECUTORS AND ASSIGNS, IN WHOLE OR IN PART, IN BOTH THEIR PRIVATE AND PUBLIC CAPACITIES, (HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS DEMANDS, DAMAGES, LAWSUITS, COSTS, LOSS OF SERVICES, EXPENSES AND COMPENSATION, WHETHER KNOWN OR UNKNOWN, ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF OR CONNECTED IN ANY MANNER WITH MY/OUR PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LIABILITY, DAMAGES, INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LEGAL FEES AND/OR COSTS CAUSED BY OR RELATED TO ANY NEGLIGENT OR INTENTIONAL ACT OF ANY RELEASEE.

IT IS FURTHER AGREED THAT THE EXECUTION OF THIS RELEASE AND ACCEPTANCE OF THE SAME SHALL NOT CONSTITUTE A WAIVER BY THE CITY OF BURLESON, TEXAS, AND ITS RELEASEES, OF ITS/THEIR GOVERNMENTAL IMMUNITY AND/OR ANY OTHER DEFENSE IT MAY HAVE AT LAW AND/OR EQUITY, WHETHER STATE AND/OR FEDERAL. ACCEPTANCE OF THIS RELEASE IS NOT TO BE CONSTRUED AS AN

ADMISSION OF ANY LIABILITY WHATSOEVER BY ANY OR ALL OF THE RELEASEES.

I FURTHER AGREE TO INDEMNIFY AND DEFEND THE RELEASEES IF I AM NOT AUTHORIZED TO SIGN AND LEGALLY BIND THE REGISTRANT TO THE TERMS OF THIS RELEASE OR IF THE PERSON NAMED HEREIN ATTEMPTS TO RESCIND THIS RELEASE. IF ANY TERM OF THE RELEASE IS DEEMED VOID OR VOIDABLE, IT SHALL NOT AFFECT THE ENFORCEABILITY OF ANYTHING ELSE IN THE RELEASE.

**THIS RELEASE OF LIABILITY FORM WILL BE VALID AND IN FORCE AND EFFECT FOR ALL PURPOSES STATED HEREIN FOR THE DURATION OF YOUR MEMBERSHIP AND/OR PARTICIPATION AT THE BURLESON RECREATION CENTER. ADDITIONALLY, I UNDERSTAND THAT THIS RELEASE OF LIABILITY FORM AND THE PROVISION HEREIN SHALL SURVIVE ANY TERMINATION, CANCELATION, DEFAULT, OR THE LIKE OF MY BRICK MEMBERSHIP AND/OR THIS AGREEMENT.**

I also certify that all persons on my membership currently reside in my household and were reported to the IRS as my tax dependents for the previous calendar year.

\_\_\_\_\_  
Printed Name – Primary Member  
(guardian if under 18 years of age)

\_\_\_\_\_  
Relationship to Participant

\_\_\_\_\_  
Primary Member Signature  
(guardian if under 18 years of age)

\_\_\_\_\_  
Date