SWIMMING POOL or other ACTIVITY -- RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in activities at and/or presence upon and/or use of property and facilities of Steven P Burns and Linda M Burns (“the Hosts”), at 101 Layton Way, Georgetown, Texas, 78633, the undersigned party (“the Participant”) agrees for themselves and the members of their family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. The Participant agrees to observe and **obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given** by the Hosts, or the employees, representatives, or agents of the Hosts.
2. ASSUMPTION OF THE RISKS AND RELEASE. The Participant recognizes that there are certain inherent risks associated with activities at and/or presence upon or use of the property or facilities of the Hosts, including but not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. **The Participant assumes full responsibility for any damage, loss, personal injury to themselves and the members of their family arising out of their participation in activities at, presence upon or use of the property and facilities of the Hosts.** The Participant, their heirs, executors, administrators, assigns, or personal representatives (herein collectively “The Participant” which shall also include the Participant’s parents or guardian if the participant is under 18 years of age) further knowingly and voluntarily waives all liability and releases, holds harmless, and forever discharges the Hosts and the Host's spouses, affiliates, heirs, executors, administrators, representatives, agents, employees, predecessors and successors (collectively, “the Hosts”) and assigns all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any damage, loss or injury to person, psyche, or property, including injury resulting in the death of the Participant or members of the Participant’s family, which has been or may be sustained as a consequence of the Participant's or members of the Participant’s family participation in activities at, presence upon or use of the property or facilities of the Hosts, notwithstanding that such damage, loss or injury may have been caused solely or partly by the fault or negligence of the Hosts, the Participant, the Participant’s family members, or any third parties.
3. INVOLVEMENT OF ALCOHOL. The Participant agrees to the terms of the previous paragraph even should damage, loss, or injury arise from the consumption of alcohol or any other inebriating substance by the Participant or by any party present on the property. The Participant recognizes that the Hosts do not provide and discourage the use of alcohol and/or any other inebriating substances.
4. The Participant understands that the Participant would not be permitted to participate in activities at, be present upon, or use property or facilities of the Hosts unless the Participant signed this agreement.
5. NO LIFEGUARD ON DUTY. The Participant recognizes that no lifeguard or safety monitoring is provided by the Hosts.
6. INDEMNIFICATION. The Participant and all agents that act or may act on behalf of the Participant or on behalf of the Participant’s family agrees to indemnify, hold harmless, and defend the Hosts against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other related costs, which may arise in any way as a consequence of the Participant's or members of the Participant’s family participation in activities at, presence upon or use of the property or facilities of the Hosts. Specifically, this indemnification includes WAIVER OF RIGHT TO SUE the Hosts.
7. FEES. The Participant agrees to pay for all damages to the facilities of the Hosts caused by any negligent, reckless, or willful actions by the Participant or members of the Participant’s family.
8. APPLICABLE LAW. Any legal or equitable claim that may arise from the agreement shall be resolved under Texas law.
9. NO DURESS. The Participant agrees and acknowledges that they are under no pressure or duress to sign this Agreement and that they have been given a reasonable opportunity to review it before signing. The Participant further agrees and acknowledges that they are free to have their own legal counsel review this Agreement.
10. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Each party agrees that this agreement is clear and unambiguous.
11. CONCURRENT RELEASE. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.
12. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
13. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
14. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

EMERGENCY CONTACT (Optional). In case of an emergency, please call \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

at \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. I UNDERSTAND THAT THIS RELEASE CANNOT BE MODIFIED VERBALLY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING FOR MYSELF AND ALL MEMBERS OF MY FAMILY AND ALL THOSE FOR WHOM I AM LEGAL GUARDIAN.**

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| Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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