SWIMMING POOL and/or other ACTIVITY – FULL AND COMPLETE ASSUMPTION OF ALL RISKS AND RELEASE OF LIABILITY

READ CAREFULLY - THIS IS A LEGALLY BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

This document is a legally binding agreement between Steven P Burns and Linda M Burns, their affiliates, heirs, executors, administrators, representatives, agents, employees, predecessors and successors (“**The Hosts**”), and the undersigned party, their heirs, spouse, parents, dependents, family members, any accompanying companions, and additionally their executors, administrators, agents, assigns, or personal or legal representatives (“**The Participants**”) regarding The Participant’s participation in activities at and/or presence upon and/or use of property and/or facilities and/or equipment at 101 Layton Way, Georgetown, Texas, 78633 (“**The Property**”) on the date noted below (“**The Event**”).

“The Participants” expressly agree to ALL the following terms:

1. AGREEMENT TO FOLLOW DIRECTIONS. The Participants agree 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.
2. EXPRESS ASSUMPTION OF THE RISKS, INDEMNIFICATION, AND RELEASE OF LIABILITY. The Participants understand and recognize that there are certain inherent risks associated with presence on The Property, including but not limited to physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary and/or permanent disability, economic and/or emotional loss, and/or death. **By their presence on The Property,** **The Participants assume full liability and responsibility for any damage, loss, harm, or injury arising from any circumstance or factor.** The Participants knowingly and voluntarily waive, release, hold harmless, and forever discharge The Hosts of all manner of action, causes of action, debts, accounts, bonds, contracts, liens, claims and/or demands for or by reason of any damage, loss or injury to person, psyche, or property, including injury resulting in the death of any member of The Participants which has been or may be sustained as a consequence of The Participants presence on The Property, notwithstanding that such damage, loss or injury may have been caused solely or partly by the fault or negligence of the Hosts, The Participants, or any third parties, and notwithstanding the timeframe of occurrence or discovery of such damage before, during, or after The Event.

Further, The Participants indemnify and hold harmless, and agree to defend the Hosts against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees, court fees, and/or other related costs which may affect in any way The Participants during their presence on The Property.

1. COVENANT NOT TO SUE. The Participants hereby covenant not to sue The Hosts for any reason.
2. ACKNOWLEGDGEMENT AND ASSUMPTION OF SPECIFIC AND GENERAL RISKS. The Participants fully acknowledge all risks of presence on The Property, including but not limited to: injury or death due to drowning, injury or death due to falls, traumas, burns, lacerations, contusions, broken bones, abrasions, allergic reactions, wildlife stings, poisoning, rashes, blindness, or paralysis. The Participants understand that The Event includes but are not limited to potentially hazardous activities such as swimming, running, jumping, skipping, walking, sitting, standing, eating. The Participants acknowledge the presence of water, stone, dirt, metal, fabric, cement, plants, and wildlife on The Property and recognize the inherent hazards thereof.
3. INVOLVEMENT OF INEBRIATING SUBSTANCES. The Participants agree to the terms of this document even should damage, loss, or injury arise directly or indirectly from the ingestion of alcohol or any other inebriating or impairing substance by The Participant or by any party present on the property. The Participant agrees that the Hosts do not provide nor encourage use of any inebriating or impairing substances and do not monitor their use or presence.
4. NO DURESS. The Participant(s) 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(s) further agrees and acknowledges that they are free to have their own legal counsel review this Agreement.
5. REQUIREMENT OF WAIVER. The Participants understand and agrees that The Participants would NOT be permitted to be presence on The Property UNLESS The Participants had designated full agreement by signing this document.
6. NO LIFEGUARD ON DUTY. The Participants understand and recognizes that no lifeguard or safety monitoring of any kind is provided by the Hosts, and that any recording equipment e.g. security cameras are not necessarily monitored by The Hosts.
7. DAMAGE FEES. The Participants agree to pay for all damages to the facilities of the Hosts caused by The Participants, whether that damage is the result of accident or any negligent, reckless, or willful actions by The Participants.
8. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between The Hosts and The Participants (“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.
9. CONCURRENT RELEASE. The Participants acknowledge that their agreement to the terms of this document is given with the express intention of effecting the extinguishment of certain obligations owed to The Participants, and with the intention of binding The Participants.
10. 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. In the event that any provision of this Agreement 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.
11. DISPUTE RESOLUTION. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst The Parties. Failing successful negotiation, 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.
12. APPLICABLE LAW. Any claim that may arise from this agreement shall be resolved under Texas law.

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 DOCUMENT CANNOT BE MODIFIED VERBALLY. I UNDERSTAND THAT THE TERMS OF THIS DOCUMENT ARE BINDING FOR MYSELF, MY SPOUSE, ALL MEMBERS OF MY FAMILY, AND ALL THOSE FOR WHOM I AM LEGAL GUARDIAN. I ACKNOWLEDGE AND REPRESENT THAT I SIGN THIS DOCUMENT VOLUNTARILY AS MY OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.**

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

Rev 22 Sep 2023