



LIABILITY WAIVER AND RELEASE FORM

I, _____, parent/legal guardian of _____, give my child permission to participate in the _____. In doing so, and by signing this form:

The individual named herein as “parent/legal guardian” (referred to as “I” or “me”) acknowledges his or her desire for his or her child to participate in activities (whether singular or plural, hereinafter referred to as (the “Activities”)) provided by Riverside Nature Center, a Texas 501(c)(3) Non-profit Organization (the “Company”). I understand that interacting with nature can involve certain risks, and that during the duration of this program, field trips off-site may be possible with the intention of learning. Through signing this form, I am assuming responsibility for any potential risks, and authorizing any medical treatment deemed necessary in the event of incident.

In consideration of being permitted by the Company to participate in the Activities and the intangible value that my I and my child will gain by participating in the Activities and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ALLOWING MY CHILD TO PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER

INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/ OR PROPERTY DAMAGE ARISING FROM MY CHILD’S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, VOLUNTEERS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “RELEASEES”), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY CHILD’S PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

In addition, I give permission for pictures/videos to be taken of my child during this event to be used in promotional activities, including, but not limited to, social media.

_____ (Parent/Legal Guardian Printed name) _____ (Child’s name) _____ (Date)

(Signature)

Emergency Contact for my Child: _____

Emergency Contact’s Phone Number: _____

Child’s allergies: _____