

CITIZEN'S ENVIRONMENTAL COALITION
Minor Waiver of Liability, Release and Indemnification Agreement

I grant permission for my child ("Participant") to participate in Citizens' Environmental Coalition ("Organization") volunteer activities that may include office and administrative duties, coordinating special events, and other activities ("Activities").

Participant Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth _____ Age: _____ Grade: _____

Pertinent medical information, if any: _____

Parent/Guardian Name: _____

Parent/Guardian Phone and Email: _____

Family Doctor Name and Phone: _____

IN CONSIDERATION of Participant participating in the Activities, I agree as follows:

- (1) **I ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activities and that Participant is in good health and in proper physical condition to participate in such Activities. I fully understand that:
 - (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks");
 - (b) these Risks and dangers may be caused by Participant's actions, or inactions, the actions or inactions of others involved in the Activities, the condition in which the Activities take place, or the negligence of the Released Parties named below; and
 - (c) there may be other risks and social and economic losses either not known to me or Participant or not readily foreseeable at this time.

- (2) **I ASSUME THE RISK AND HEREBY WAIVE, RELEASE, AND DISCHARGE** the Organization and its successors, assigns, administrators, directors, officers, agents, members, volunteers and employees, contractors, other participating, organizers, sponsors, advertisers, and if applicable owners and lessors of premises upon which the Activities take place ("Released Parties") from all liability, claims, demands, losses or damages on my and Participant's account caused in whole or in part by the negligence, strict liability, statutory fault, action or inaction of the Released Parties or otherwise. This includes any claims arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with Participant's participation in the Activities. I understand that the Participant is not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by the Organization.

- (3) **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of Participant's involvement in the Activities, including injuries arising from Released Parties' negligence, strict liability, statutory fault, action or inaction.

- (4) **THIS AGREEMENT** contains the entire agreement of the parties. This Agreement may be modified only in writing signed by both parties. In the event that suit is filed by either party based on or pertaining to this Agreement, **the parties shall submit this dispute to mediation**, as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

I have read this agreement, fully understand its terms, understand that Participant and I give up substantial rights by signing it and sign it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of the agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

CITIZEN'S ENVIRONMENTAL COALITION
Waiver of Liability, Release and Indemnification Agreement

IN CONSIDERATION of having the opportunity to participate in Citizens' Environmental Coalition ("Organization") volunteer activities that may include office and administrative duties, coordinating special events, and other activities ("Activities"), I, _____, for myself, my personal representatives, assigns, heirs, and next of kin:

- (1) **ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activities and that I am in good health and in proper physical condition to participate in such Activities. I fully understand that:
 - (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks");
 - (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others involved in the Activities, the condition in which the Activities take place, or the negligence of the Released Parties named below; and
 - (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

- (2) **AGREE AND WARRANT** that I will examine and inspect each of the Activities in which I take part as a member, volunteer; and/or patron of the Organization and that if I observe any conditions which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to participate in the Activity until the condition has been corrected to my satisfaction.

- (3) **ASSUME THE RISK AND HEREBY WAIVE, RELEASE, AND DISCHARGE** the Organization and its successors, assigns, administrators, directors, officers, agents, members, volunteers and employees, contractors, other participating, organizers, sponsors, advertisers, and if applicable owners and lessors of premises upon which the Activities take place ("Released Parties") from all liability, claims, demands, losses or damages on my account caused in whole or in part by the negligence, strict liability, statutory fault, action or inaction of the Released Parties or otherwise. This includes any claims arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with my participation in the Activities. I understand that I am not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by the Organization.

- (4) **INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of a claim against any of the Released Parties made by me or anyone on my behalf.

I have read this agreement, fully understand its terms, understand that I give up substantial rights by signing it and sign it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of the agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature: _____ Date: _____

Phone: _____ E-mail: _____

Mailing Address: _____

Emergency Contact Name and Phone: _____