

# Viridian Sailing Center Foundation

## Liability Waiver and Release Form

Participant's Name \_\_\_\_\_ DOB \_\_\_\_\_  M  F

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Parent/Guardian (if under 18) \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

I do hereby signify by my initials that I understand photographs taken and may be used by the Foundation (as defined below) for promotion of events and the Foundation is the sole and complete owner of any such photographs.

I confirm that I am comfortable in the water while wearing a life jacket and have read the Viridian Sailing Center Rules and Policies.

### **AUTHORIZATION AND RELEASE FORM KNOWN ALL BY THESE PRESENTS:**

BY SIGNING BELOW AS "RELEASOR", AND IN CONSIDERATION OF PARTICIPATING IN CAMP VIRIDIAN AND/OR VIRIDIAN SAILING CENTER, I FOR MYSELF AND MY MINOR CHILD, MY HEIRS, EXECUTORS, REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS, DO HEREBY COVENANT AND AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT (DISTRICT) AND VIRIDIAN SAILING CENTER FOUNDATION (FOUNDATION) AND VIRIDIAN HOLDINGS, LP (DEVELOPER) AND ALL OF THEIR OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OR DEBT OF ANY PERSON, OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. SUCH INDEMNITY WILL APPLY WHETHER THE CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DEVELOPER, FOUNDATION AND/OR DISTRICT OR ANY OF THEIR OFFICERS, OFFICIALS, AGENTS, EMPLOYEES OR INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER FORM OF NEGLIGENCE. I ACKNOWLEDGE THAT THE SAILING CENTER ACTIVITIES TAKE PLACE ON A DYNAMIC BODY OF WATER ON WHICH CONDITIONS MAY CHANGE DRAMATICALLY AND THAT SAILING, PADDLEBOARDING, AND SWIMMING ARE HAZARDOUS SPORTS THAT CAN CAUSE SERIOUS INJURY AND OR DEATH. I FURTHER ACKNOWLEDGE THAT PERMANENT DISFIGUREMENT AND/OR DISABILITY CAN RESULT FROM SAILING, PADDLEBOARDING, AND SWIMMING DUE TO BROKEN BONES, LACERATIONS, CONTUSIONS, SKIN PUNCTURES AND OTHER INJURIES. I HEREBY ACKNOWLEDGE AND ACCEPT FULL RESPONSIBILITY ASSOCIATED WITH FORSEEN AND UNFORESEEN RISKS INHERENT IN SUCH ACTIVITIES.

RELEASOR UNDERSTANDS THAT THIS WAIVER OF LIABILITY AND INDEMNIFICATION IS INTENDED TO BE AS BROAD AS POSSIBLE AND AS INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF TEXAS AND THAT IF ANY PORTION IS HELD INVALID, THEN THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. IT IS FURTHER UNDERSTOOD THAT EXECUTION OF THIS WAIVER OF LIABILITY AND INDEMNIFICATION WILL NOT CONSTITUTE A WAIVER BY THE DISTRICT OF THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHERE APPLICABLE, OR ANY OTHER LAWFUL DEFENSE. RELEASOR SIGNS THIS WAIVER AND INDEMNIFICATION VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.

**EMERGENCY TREATMENT CONSENT - RELEASOR HEREBY CONSENTS TO MEDICAL TREATMENT FOR THE PARTICIPANT WHEN THE UNDERSIGNED IS UNABLE TO CONSENT TO SUCH TREATMENT.**

*The undersigned does hereby acknowledge to have read and understand all the information contained on this document, and to have approved all releases, indemnifications, and waivers contained herein.*

\_\_\_\_\_  
Signature of Participant (or Participant's Parent/Guardian)

\_\_\_\_\_  
Date