

Jubilee Park and Community Center Student/Participant Release and Waiver of Liability

Thank you for choosing Jubilee's programs. We greatly appreciate your support and commitment. To ensure the safety of all our participants, we ask that you sign this release and waiver of liability.

By signing this Release, I release Jubilee Park & Community Center Corp., a Texas nonprofit corporation ("Jubilee"), and its directors, officers, employees and agents from liability, as set forth below. I understand that all references in this Release to "I" or "me" or "my" are references to me, in my capacity as a Jubilee participant (or parent/legal guardian of such participant).

Waiver and Release: THE UNDERSIGNED HEREBY VOLUNTARILY RELEASES JUBILEE FROM ANY AND ALL LIABILITY RESULTING FROM OR ARISING IN ANY MANNER WHATSOEVER OUT OF ANY PARTICIPATION IN ANY JUBILEE ACTIVITY, WITHOUT REGARD TO THE STRICT LIABILITY, FAULT, OR NEGLIGENCE OF ANY PARTY. I further hereby release and forever discharge and hold harmless Jubilee and its successors and assigns and its directors, officers, employees, and agents from any and all losses, liabilities, claims, damages, and demands of whatever kind or nature, either in law or in equity (collectively, "Losses"), which arise or may hereafter arise from the services provided to me by Jubilee. I understand and acknowledge that this Release discharges Jubilee and its directors, officers, employees and agents from any liability or claim that I may have against them individually or collectively for Losses with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services provided to me by Jubilee. I hereby waive any rights which I may have to bring a claim or demand against Jubilee or its directors, officers, employees, and agents with respect to any Losses arising from my participation in any of Jubilee's programs.

Insurance: I understand that Jubilee does not assume any responsibility for or obligation to provide its participants with any financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Jubilee beyond what may be offered freely and voluntarily by Jubilee in the event of such injury or medical expenses I incur.

I understand that each participant at Jubilee is expected and encouraged to carry personal health insurance.

<u>Medical Treatment:</u> I authorize Jubilee to provide or obtain emergency medical attention for the participant in the event of sickness or injury. I realize and understand that my personal insurance policy will be responsible for any accident or medical claim and, that if he/she do not have insurance, I am solely responsible for all expenses. I hereby release and forever discharge Jubilee from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the participant's tenure at Jubilee.

<u>Assumption of Risk:</u> I understand that as a Jubilee participant, there may be activities that may be hazardous to me. As a participant, I hereby expressly assume the risk of injury or harm from these activities and release Jubilee from all liability for injury, illness, death or property damage resulting from the activities I take part of as a

participant I further understand that Jubilee will not be responsible for any lost or stolen property belonging to me as I participate in Jubilee's programs.

Photographic Release: I hereby irrevocably grant and convey to Jubilee all right, title, and interest in any and all photographs, images, video or audio recording of me or my likeness or voice made by Jubilee when participating in any of Jubilee's programs. I do hereby release to Jubilee Park & Community Center, its employees or agents, all rights to exhibit this work in print or electronic form, publicly or privately, and to market or sell copies. I waive any right, claims or interest I may have to control the use of my child's identity or likeness in whatever media used.

Motor Vehicle: I understand that being a passenger in a motor vehicle such as the bus operated by or on behalf of Jubilee (the "Vehicle") may be hazardous for its participants. I assume the risk of harm or injury that may occur to the participant as a result of riding in the Vehicle and related activities. I hereby release JUBLIEE and its officers, DIRECTORS, employees AND agents from any CLAIMS, liability, costs and damages resulting FROMS SUCH ACITIVITIES, INCLUDING FOR PERSONAL INJURY OR PROPERTY DAMAGE FROM THE NEGLIGENCE OF JUBILEE'S EMPLOYEES AND AGENTS.

<u>Data:</u> I understand that Jubilee may share information about the minor child listed on this application with partners for research purposes and/or to evaluate the program's effectiveness and/or to receive program services. Information that may be disclosed may include the information provided on this application form and other information collected by Jubilee Park, including data collected via onsite activities, surveys, or questionnaires. Information may include (but is not limited to) name, birthdate, race/ethnicity and gender.

<u>Other:</u> I expressly agree that this Release is intended to be as broad and inclusive as permitted by the law of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Further, I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, I have executed this Release as of the day and year first above written.

Student Name:	Student Age:		Date:
If Student is Under 18:	1		
if Student is officer 16.			
Parent/Legal			
Guardian Name:		Parent/Legal Guardian Signature:	