

Hays County Master Naturalist

RELEASE, WAIVER AND COVENANT NOT TO SUE

The undersigned agrees to and acknowledges the following:

- (a) For purposes of this Agreement, the term “Authorized User(s)” includes the undersigned trainee or member of Hays County Master Naturalist (“HCMN”) who has reviewed and signed this Release, Wavier and Covenant Not to Sue.
- (b) The undersigned Authorized User agrees that the Released Parties (described below) have no responsibility for any loss of the Authorized User’s personal articles, clothing, or other property while attending or participating in any meeting or activity arranged, promoted, endorsed or organized by HCMN.
- (c) The undersigned Authorized User recognizes that attendance or participation in some HCMN activities involves an inherent physical risk and, thus, the risk of injuries including, but not limited to, minor injuries to major injuries, such as catastrophic injuries including paralysis and death. The undersigned Authorized User hereby solely and voluntarily assumes all such risk arising out of or related to attending or participating in any meeting or activity, including but not limited to field trips and site visits, arranged, promoted, endorsed or organized by HCMN (“HCMN Activities”).
- (d) **THE UNDERSIGNED AUTHORIZED USER AGREES TO WAIVE A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS, ON ALL ISSUES ARISING FROM, OR RELATED TO, THIS “RELEASE, WAIVER AND COVENANT NOT TO SUE” AND THE RELATIONSHIP OF THE PARTIES.**
- (e) In consideration of any landowner who provides a venue for a HCMN Activity (“Landowner”) and HCMN providing me with the ability to attend or participate in any HCMN Activity, on my behalf and on behalf of my heirs, administrators, successors, and assigns,

I HEREBY RELEASE AND HOLD HARMLESS ANY LANDOWNER AND HCMN AND ITS PARENTS, SPONSORS, AGENTS, OFFICERS, DIRECTORS AND INSURERS (“RELEASED PARTIES”) FROM ANY AND ALL RIGHTS, CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, FEES AND COSTS ARISING FROM OR RELATED TO MY ATTENDING OR PARTICIPATING IN ANY HCMN ACTIVITY, INCLUDING BUT NOT LIMITED TO ANY PERSONAL INJURY, PARALYSIS, DEATH, MENTAL INJURY, ECONOMIC LOSS OR LOSS OF PROPERTY, EVEN IF SUCH INJURY, DEATH, OR LOSS ARISES FROM OR IS RELATED TO THE NEGLIGENCE OF RELEASED PARTIES. I FURTHER PROMISE THAT I WILL NOT SUE RELEASED PARTIES FOR ANY CLAIMS ARISING FROM OR RELATED TO ANY HCMN ACTIVITY.

THE UNDERSIGNED AGREES TO INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITY, SUITS, DEMANDS, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT.

I HAVE NEITHER REQUESTED NOR RECEIVED ANY EXPRESS REPRESENTATIONS OR WARRANTIES AS TO ANY HCMN ACTIVITY, AND THE RELEASED PARTIES HAVE NOT MADE AND MAKE NO ACTUAL OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING ANY HCMN ACTIVITY.

I HEREBY ACKNOWLEDGE THAT I AM WAIVING ANY RIGHT TO RECOVER AGAINST RELEASED PARTIES FOR ANY INJURIES, DEATH, OR PROPERTY LOSS I SUSTAIN ARISING FROM OR RELATED TO MY ATTENDANCE OR PARTICIPATION IN ANY HCMN ACTIVITY.

I acknowledge that I have fully read the above and understand the terms of this agreement and that I am executing this agreement voluntarily, of my own free will.

PLEASE PRINT

Name: _____ [PLEASE PRINT]

Address: _____
Street City State Zip

Signature: _____

Date: _____