

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

I, the undersigned, hereby certify that I **voluntarily assume** full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me and/or my child, or any loss or damage to property owned by me, as a result of my child being engaged in any activities on the softball field owned by Royal Lakes Estates Homeowners Association, Inc., whether the property damage or personal injury is caused by the sole negligence of those being released of liability or the joint negligence of Royal Lakes Estates Homeowners Association, Inc. and it's agents, representatives and managers, myself, and my child.

NOW THEREFORE, in consideration of my child being allowed to participate in any Activities on the softball field, I hereby agree to **indemnify and hold harmless Royal Lakes Estates Homeowners Association, Inc.; any members of the Board of said Association; and Montage Community Services**, or any of their agents or employees from any and all direct, indirect, special or consequential damages or costs, legal or otherwise, which I may incur as a result of my child's participation in and Activities on the softball field, whether caused by my own negligence, my child's negligence or the sole and/or joint negligence of those being released of liability.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the above named persons or entities. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

\_\_\_\_\_  
PARENT/GUARDIAN

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Child's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip