



OUTDOOR NATURE CLUB RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

THIS DOCUMENT SHOULD BE EXECUTED BY EACH PARTICIPANT (MEMBER OR GUEST) IN ANY OUTDOOR NATURE CLUB ACTIVITY AS DESCRIBED BELOW PRIOR TO PARTICIPATING IN ANY SUCH ACTIVITY.

In consideration of being permitted to participate in activities (the “Activity”) organized, sanctioned, approved, overseen by; or held on premises owned or controlled by Outdoor Nature Club, I, the undersigned participant (or parent/legal guardian if under 18), hereby agree to the following:

1. Assumption of Risk

I understand that participation in the Activity involves inherent risks, including but not limited to:

- Slips, trips, and falls
- Exposure to wildlife, insects, and plants
- Weather-related hazards (e.g., heatstroke, lightning)
- Equipment failure or misuse
- Remote locations with limited access to emergency services

I voluntarily assume all risks, known and unknown, associated with the Activity, even if arising from the negligence of the Releasees (defined below).

2. Release and Waiver

I hereby release, waive, discharge, and covenant not to sue Outdoor Nature Club, its officers, directors, employees, agents, volunteers, and affiliates (collectively, the “Releasees”) from any and all liability, claims, demands, actions, or causes of action for injury, disability, death, or loss or damage to person or property arising out of or related to my participation in the Activity, whether caused by the negligence of the Releasees or otherwise.

3. Indemnification

I agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that may result from my participation in the Activity.

4. Medical Acknowledgment

I certify that I am physically fit and capable of participating in the Activity. I understand that I am solely responsible for any medical expenses incurred as a result of my participation.

5. Legal Compliance

This Agreement shall be governed by the laws of the State of Texas. Any legal action shall be brought in the courts of San Jacinto County, Texas.

6. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY.

Participant Name (Print): _____ Signature: _____

Date: _____

If Participant is under 18:

Parent/Guardian Name (Print): _____ Signature: _____

Date: _____

Emergency Contact Name and Phone Number: _____