



# TEXAS ELITE LOBOS SOFTBALL

## WAIVER & RELEASE OF LIABILITY AGREEMENT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Emergency Contact & Phone: \_\_\_\_\_

In exchange for sufficient consideration which is acknowledged by all parties including my being permitted to use the facility and the equipment and to participate in the activities and programs on the premises of Texas Elite Lobos Baseball/Softball Facility located at 25127 Gosling Rd, Spring, TX 77389 (collectively the "**Activities**"), I hereby agree that, after reading this Waiver & Release of Liability Agreement ("Agreement") completely and carefully, I acknowledge that my participation in the Activities is entirely voluntary, and I further understand and agree as follows:

### ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY:

I understand that incidental to my use of the facilities and/or equipment as well as my participation in the Activities, I will be engaging in activities – including baseball and softball related activities - that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage to myself and others. I understand that these risks may result from: 1) the actions, negligence, and failure to act of myself and others (including but not limited to other individuals participating in or in attendance at the Activities and the Released Parties as defined below) and/or 2) from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Activities.

**I agree to assume all of the foregoing risks. This includes but is not limited to the risk of injury directly or indirectly caused by the negligence of other participants and/or by the Released Parties, and/or the risk of injury caused by the condition of any property, facilities or equipment used during the Activities. I fully accept personal responsibility for any injury (including, but not limited to personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Activities even if it was directly or indirectly caused in whole or part by the Released Parties. NOTE: THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW. I AGREE THAT THIS EXPRESSLY STATES IN A CONSPICUOUS MANNER AND I HAVE BEEN GIVEN FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL LIABILITIES TO THIRD PARTIES, OR OTHER FAULT OF ANOTHER PARTY.**

On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby waive, release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from any and all liabilities, claims, actions, damages, costs or expenses of any nature ("**Claims**") arising out of or in any way connected with my use of the facilities, the equipment and/or the participation in the Activities, and further agree to indemnify and hold the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees, court costs, litigation expenses and other disbursements up through and including any appeal. I understand that this Agreement includes any Claims based on the alleged or actual negligence (action or inaction) of any of the Released Parties (as defined below) and covers personal injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation. For the purposes of this Agreement, the "**Released Parties**" shall include, but not be limited to, Texas Elite Lobos Baseball/Softball Facility as well as any subsidiary, affiliated or related companies and all of the officers, members, managers, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each including but not limited to Texas Elite Lobos Baseball/Softball Facility nor anyone appointed by Texas Elite Lobos Baseball/Softball Facility.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify and warrant to the Released Parties that I am physically fit for participation in the Activities, have the skill level required in conjunction with the Activities, and have not been advised otherwise. I agree that before I participate in the Activities, I will inspect all related facilities and equipment.

**EQUIPMENT AND FACILITIES INSPECTION:** I will immediately advise an employee or official representative of Texas Elite Lobos Baseball/Softball Facility of any unsafe condition that I observe, and will refuse to participate in the Activities until all unsafe conditions observed by me have been remedied.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Texas.

**NAME AND SIGNATURE OF PARTICIPANT OR LEGAL GUARDIAN IF PARTICIPANT UNDER 18:**

**NAME OF PARTICIPANT:** \_\_\_\_\_

**NAME OF GUARDIAN (IF UNDER 18):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_