

**CITY OF COLLEGE STATION  
WAIVER, RELEASE, AND INDEMNIFICATION**



In consideration for participation, in any program, activity, or event, ("Activity") sponsored by, performed by, or in any way involving the City of College Station, Texas, ("City"), I as Participant, with the intention of legally binding myself, my heirs, executors, administrators, and assigns, do hereby acknowledge and agree to the following:

1. \_\_\_\_\_ I hereby expressly **WAIVE, DISCHARGE, AND RELEASE** any and all claims, demands, actions, judgments, and executions, which I ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the City of College Station, or its departments, its agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, or injuries to property, real or personal, caused by or arising directly or indirectly from participation in Activity. I hereby personally accept and assume all risk and responsibility for any harm, injury, or damage, to myself, or my property, while participating in Activity.
2. \_\_\_\_\_ I hereby agree to fully defend, protect, indemnify, and hold harmless the City, and its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City, and its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection with and that may be made or asserted by myself, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection my participation including, but not limited to, claims and damages arising in whole or in part from the negligence or gross negligence of the City.
3. \_\_\_\_\_ I **ACKNOWLEDGE** there are both known and unknown risks associated with this Activity. I **REALIZE THE DANGERS OF AND FULLY ASSUME THE RISKS OF INJURY OR DEATH TO MYSELF WHILE PARTICIPATING IN THIS EVENT.** The risks may include but are not limited to (i) collisions with pedestrians, vehicles, other riders, and fixed or moving objects; (ii) surface hazards; (iii) or inadequate safety equipment provided by any of the Releasees.
4. \_\_\_\_\_ I hereby verify that Participant is in good physical health and able to participate in the Activity.
5. \_\_\_\_\_ I further authorize the City's employee or agent supervising this Activity to secure medical care in the event of injury. I agree to assume liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for said injury.
6. \_\_\_\_\_ I hereby give the City the right to photograph, televise, film, and sound record my acts, appearances and utterances of me and to use any descriptive words or names, including my name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method and to use for any purpose which the City deems proper. I hereby relinquish all rights, title, and interest therein.

I, \_\_\_\_\_, the undersigned, have read and fully understand this **WAIVER, RELEASE, and INDEMNIFICATION AGREEMENT** and understand all its terms. I further understand that by participating in the Activity, I will have waived substantial rights. I execute it voluntarily and with full knowledge of its significance. **I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND HAVE SIGNED THIS AGREEMENT ON BEHALF OF MYSELF AND/OR MY MINOR CHILD.**

Participant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_