

ROWLETT FIRE DEPARTMENT EXPLORER GAMES

April 26, 2025

Agreement for Liability Release and Waiver of Claims

For and in consideration of City of Rowlett allowing me and/or my below-listed minor child(ren) and/or ward(s), if any, to participate in the Rowlett Fire Department Explorer Games April 26, 2025 (the “Event”) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on behalf of myself and on behalf of my below-listed minor child(ren) and/or ward(s) and our respective heirs, executors, successors, and assigns (collectively referred to herein as “Participant”) agree as follows:

1. Assumption of Risk:

On behalf of Participant, I understand and agree that participating in the Event involves risks, including but not limited to accidents, exposure to natural elements, and interactions with other participants or spectators and may result in property damage, personal injury, and/or death and I knowingly and voluntarily assume all risks related to Participant’s participation in the Event.

2. Waiver of Claims and Release of Liability:

On behalf of Participant, I hereby forever release, discharge, and hold harmless the **City of Rowlett**, its present, past, and future elected and appointed officials, officers, employees, volunteers, sponsors, agents, and contractors (collectively, the “Released Parties”) from any and all claims, demands, actions, damages, liabilities, costs, or expenses of any kind, including but not limited to court costs and attorney’s fees, that arise, in whole or in part, out of or relate in any way to Participant’s participation in the Event, including claims arising in whole or in part out of the negligence and, as may be allowed by law, the gross negligence or intentional acts, of the Released Parties.

3. Indemnification:

On behalf of Participant, I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, losses, and expenses, including but not limited to court costs and reasonable attorney fees, arising, in whole or in part, out of Participant’s participation in the Event or any act, omission, or any act, including an act of negligence, on the part of Participant.

4. Medical Treatment:

On behalf of Participant, I consent for Participant to receive medical treatment deemed necessary if Participant is injured or requires medical attention during the Event and hereby release the Released Parties from any claims, damages, losses, and expenses arising out of or related to such treatment.

5. Compliance with Rules and Regulations:

On behalf of Participant, I agree that Participant shall comply with all applicable laws, ordinances, regulations, and Event rules established by the City of Rowlett and its Event organizers or any other lawful authority with jurisdiction related thereto and acknowledge that failure to comply may result in applicable fines and/or penalties as well as Participant’s removal from the Event and/or bar from returning to the Event.

6. Photography and Media Release:

On behalf of Participant, I grant permission to the City of Rowlett to make photographic, audio and/or video recordings of Participant during the Event and to use such photographs and audio/video recordings for promotional purposes as deemed appropriate by the City, including but not limited to posting on City and/or Rowlett Fire Department websites and social media accounts/sites. On behalf of Participant, I understand that such photographs and audio/video recordings may be used for promotional purposes, and I waive any right of Participant to compensation for said use or ownership of such images and recordings. I further grant permission for City to use photographic, audio and/or video recordings of Participant during the Event for a graduation video.

7. Termination:

The City of Rowlett reserves the right to cancel, postpone, or terminate the Event at any time without prior notice or liability.

Acknowledgment of Understanding

I have read this Agreement for Release of Liability and Waiver of Claims and fully understand its terms. I acknowledge that I am signing it freely and voluntarily, and I intend by my signature to grant a complete and unconditional release to the Released Parties on behalf of Participant, as that term is hereinabove defined, with regard to all claims and liability to the greatest extent allowed by law.

Signature of Applicant: _____

Printed Name: _____

Date: _____

Minors (if applicable):

I, the undersigned, am the parent or legal guardian of the minor named below, and I consent to the participation of said minor in the Event and, on behalf of myself as parent or guardian and on behalf of said minor, agree to all terms of this Agreement for Release of Liability and Waiver of Claims.

Name of Minor: _____

Name of Minor: _____

Name of Minor: _____

Signature of Parent/Guardian: _____

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