



WAIVER, FULL RELEASE AND INDEMNITY AGREEMENT (AGREEMENT)
This form must be signed by all student and adult participants.

The undersigned voluntarily and knowingly signs this Agreement in consideration for The H. E. Butt Family Foundation's (Foundation) allowing the undersigned to enter upon its property and participate in various activities and services provided by Foundation. The undersigned acknowledges that this Agreement is a binding legal document and that the undersigned has had the opportunity to seek advice from a professional of undersigned's choice. The undersigned does not rely on any legal advice or representation from or by the Foundation or its agents.

The term "undersigned" will mean that person with legal authority to waive and release the rights and remedies of the individuals entering on the Foundation's property and participating in any activities, or receiving the any service provided by the Foundation or its Agents. The term "Foundation" means H.E. Butt Foundation, any of its related entities and any of their respective agents.

The undersigned **WAIVES** any right to sue or claim against Foundation for any act or omission by it which causes the undersigned any legally recognized claim of harm or damage. The undersigned gives up its right to sue or claim against Foundation for negligence.

The undersigned **RELEASES** any claim the undersigned may have for any recovery from Foundation for any act or omission by it or them which causes the undersigned any legally recognized harm or damage. The undersigned gives up its right to recover against Foundation because of its negligence.

The undersigned EXPRESSLY AGREES to INDEMNIFY and hold harmless Foundation from and against all claims, damages and expenses, including but not limited to attorney fees, arising from the undersigned's entry upon the Foundation's property and/or the undersigned's participation in various activities and services provided by Foundation. The understand intends that undersigned's duty to indemnify Foundation under this paragraph includes claims, damages and expenses, including but not limited to attorney fees, arising from the acts and omissions of negligence committed by Foundation.


The undersigned **AUTHORIZES** Foundation to consent to medical, dental and surgical treatment during an emergency involving an immediate danger to the health and safety of the undersigned. The Foundation will bear no liability for the medical, dental or surgical outcome.

The undersigned acknowledges and agrees that:

1. The undersigned will not claim against any insurance policy covering Foundation for any covered loss occurring on the property of Foundation or arising from any activity or service provided by Foundation .
2. The undersigned is covered by health, medical or disability insurance or alternatively the undersigned has resources

to address the health, medical or disability expenses of the undersigned.

3. The undersigned will not consume alcohol, controlled substances or misuse prescription drugs while on Foundation property or while participating in activities or services provided by Foundation.
4. The undersigned will obey Foundation rules, regulations and policies. The undersigned will follow the instructions and directions of Foundation
5. The undersigned will obey the laws of Texas and the United States of America.
6. The undersigned is on notice that the property presents risks to the person and property of the undersigned. The undersigned also acknowledges the risk of harm associated with the activities and services provided by Foundation may expose the undersigned to bodily injury or death. **The undersigned assumes all such risk and reconfirms undersigned's waiver and release for all claims which could arise from the realization of such risks.**
7. The undersigned affirms that Foundation has not made any representations, warranties or promises with respect to the undersigned's legal rights, remedies or responsibilities. The undersigned has the opportunity to seek legal advice from a professional of the undersigned's choice. By signing this Agreement the undersigned declares a knowing and voluntary intention to be bound by the Agreement.
8. The undersigned agrees that this Agreement will be governed by the Laws of Texas and by no other jurisdiction whatsoever. Also, the undersigned waives any jurisdiction and venue other than a Texas State District Court in Kerr County, Texas.
9. The undersigned warrants that the undersigned has legal authority to bind the undersigned, the child of the undersigned, the ward of the undersigned, the principal of the undersigned or any party or parties for whom the undersigned acts.
10. The undersigned agrees that if any part of the whole of this Agreement is construed as unenforceable for whatever reason, the remaining provisions of the Agreement should survive to support the full intent of the Agreement.
11. The undersigned acknowledges the sufficiency of the consideration stated in this Agreement.
12. The undersigned allows pictures/video to be taken of participant for use in Outdoor Education program outreach.

 Name of Participant (please print): _____

Parent/ Guardian Name (please print): _____

Parent/ Guardian Signature: _____