

# **Abandoned Little Angels**

## **Release of Liability and Hold Harmless Agreement**

In consideration of being allowed to participate/ volunteer in Abandoned Little Angels' Annual Golf Tournament (hereafter "Event"), I, \_\_\_\_\_, execute this Release of Liability and Hold Harmless Agreement ("Release") binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, and do hereby release, waive, discharge, and will not hold liable Abandoned Little Angels, Abandoned Little Angels' board members, officers, servants, agents, or employees (hereinafter "Releasees") from any and all actions, causes of action, expressly including negligence, claims, demands, costs, or damages arising from or resulting from property damage, personal injuries, or death sustained by me or my property while participating in the Event, regardless of the sole, joint, or concurrent negligence, negligence per se, gross negligence, strict liability, regulatory or statutory liability, tort theory, act, omission, fault, or failure to act by Abandoned Little Angels, its board members, officers, agents, and employees while I am participating in the Event in any capacity.

I further agree, binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, to indemnify, hold, and save harmless Abandoned Little Angels, its board member, officers, agents, and employees from any liability, action, claim, damage, award, or judgment incurred or suffered by Abandoned Little Angels or Releasees as a result of any act or omission by me or caused in whole or in part by me while participating in the Event whether or not also caused in part by a person indemnified hereunder.

In addition, I make the following representations and acknowledgments upon which I intend Abandoned Little Angels to rely:

1. While participating in this Event, I am not an agent, servant, or employee of Abandoned Little Angels;
2. I certify that there are no health-related reasons or problems which preclude my participation in this Event;
3. I will wear a face mask that covers both my mouth and nose during the entire time I am participating or volunteering in Event;
4. I acknowledge that, even properly wearing a face mask, am still at risk of contracting COVID-19 while participating or volunteering in Event and I understand and assume such risk;
5. I acknowledge that participating in Event may involve a test of a person's physical limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, organizers, and/or holders of the Event.
6. I may, on occasion while participating in any capacity in Event, be required to travel by motorized vehicle. Riding in a vehicle is an inherently dangerous activity and I will be in both foreseeable and unforeseeable positions of potential danger. I hereby willfully and voluntarily assume all risk inherent in any situation and under any circumstances that may arise while traveling by motorized vehicle while participating in any capacity in Event hereto;

7. My participation in Event is subject to revocation at any time by Abandoned Little Angels;
8. I have carefully read this Release and sign this Release of my own free will and accord, without reliance of any representation of any kind or character by Abandoned Little Angels, its board members, officers, agents, and employees. I am legally competent to execute this Release and I understand that I have the right to consult with a lawyer prior to signing this Release.

This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any portion of this Release is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Release shall remain valid and in full force and effect.

This Release contains the entire agreement regarding the release of liability and assumption of risk. This Release shall be governed by the laws of the State of Texas and venue for any litigation regarding this Release shall be in Harris County, Texas.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name