

INTENT TO PARTICIPATE – WAIVER AND RELEASE

I intend and agree to participate in the FCA Silhouettes Tryout event/program to be held on March 29th - April 1st 2021 (date range). I understand that the nature of activities that I may perform in my capacity as a participant may involve physical activity, contact with unidentified and/or unfamiliar persons, or other potential risk of bodily injury or damage to property. Knowing this and in consideration of being allowed to participate, I hereby sign this Waiver, Release and Indemnity in favor of Responsive Education Solutions d/b/a Jackie Dietzler & Tiffany Sumlin, and its officers, directors, employees, agents, sponsors, volunteers, promoters, administrators, successors and assigns (referred to collectively as “the Released Parties”).

TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FOR ANY AND ALL PURPOSES THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME RESULTING FROM OR ARISING OUT OF MY CAPACITY AS A PARTICIPANT, INCLUDING ANY SUCH DAMAGES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER ACT OR OMISSION OF THE RELEASED PARTIES, OR BY A PRE-EXISTING DEFECT. I UNDERSTAND THAT THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS DOES NOT APPLY TO INJURIES CAUSED BY INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT. THIS INDEMNITY SHALL SURVIVE THE PERIOD OF OR CONCLUSION OF THE ACTIVITIES REFERENCED HEREIN.

I understand and agree that this Waiver and Release shall bind my heirs, assigns, successors, and personal representatives, including my spouse and members of my family, and shall be governed by the laws of the State of Texas. I understand that as a participant, I may become privy to confidential information about the Released Parties. I agree to maintain that confidentiality, and I will avoid any actions that might impair the reputation of the Released Parties. Any liability insurance maintained by the Participant or Guardian shall contain a Waiver of Subrogation in favor of the Released Parties.

Signature of Participant	Participant Name [Printed]	Date
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AGREEMENT OF PARENT/GUARDIAN COMPLETING THIS REGISTRATION

Registration for minors must be completed by a Parent or Legal Guardian. If your age on the day of participation is less than 18 year old, please fill in the Parent/Guardian Contact Information below. Providing such information and continuing this process indicates that this registration was completed by the person listed below, and such Parent/Guardian accepts and affirms the terms and conditions of the Waiver, Release and Indemnity contained herein.

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Signature of Parent/Guardian	Name of Parent/Guardian [Printed]	
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Relationship to Participant	Contact Phone	Date