

Release and Waiver of Liability and Indemnity Agreement for Greater Houston Soap Box Derby events at Hockley Derby Park

I, on behalf of myself, my personal representatives, my heirs, and my next of kin (herein referred to as “Renter”) wish to be permitted to rent, enter, observe, use, or participate in the premises, facilities, equipment, and affiliated programs, without respect to location, of Harris County (herein referred to as “Harris County Facilities”) for any purpose, and in consideration of the right to rent, enter, observe, use, or participate in the Harris County Facilities for any purpose agree to the following:

Renter warrants that Renter has inspected and considered, or immediately upon entering will inspect and consider the Harris County Facilities, and Renter accepts the Harris County Facilities as being safe and reasonably suited for Renter’s rental, entry, observation, use, or participation. Renter further warrants that Renter understands that it is solely Renter’s responsibility to determine whether there is any medical reason that Renter cannot or should not rent, enter, observe, use, or participate in the Harris County Facilities for any purpose. Renter further warrants that Renter takes full responsibility for Renter’s decision to use or not to use the Harris County Facilities and agrees to follow all safety instructions.

RENTER HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE FOR, AND RENTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS HARRIS COUNTY, ITS AFFILIATES, BRANCHES, CHIEF ELECTED OFFICIAL, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AGENTS, HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY’S FEES, COSTS, EXPENSES, OR DEMANDS, OF EVERY KIND AND NATURE WHATSOEVER, WHETHER FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, OR LOSS OTHERWISE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, RENTER’S PRESENCE, OBSERVATION, USE, OR PARTICIPATION AT OR IN THE HARRIS COUNTY FACILITIES, AND/OR THE PRESENCE, OBSERVATION, USE OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING RENTER, AT OR IN THE HARRIS COUNTY FACILITIES.

RENTER VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASED PARTIES FROM ANY RISK OF BODILY HARM, DEATH, OR PROPERTY DAMAGE WHILE RENTER, RENTER’S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING RENTER, ARE PRESENT IN, OBSERVING, USING OR PARTICIPATING IN HARRIS COUNTY FACILITIES, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO RENTER’S, RENTER’S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING RENTER, PRESENCE IN, OBSERVATION OF, USE OF OR PARTICIPATION IN HARRIS COUNTY FACILITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Renter assumes full responsibility for any items damaged, lost, or stolen while Renter is renting, present in, observing, using or participating in the Harris County Facilities.

Renter grants and conveys to Harris County all right, title, and interest in any and all photographic images and video or audio recordings made by the County while Renter, or Renter’s family member, dependent, or guest, including any minors, accompanying Renter, uses the Harris County Facilities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Renter agrees to abide by all rules promulgated by the Released Parties while Renter or Renter's family member, dependent, or guest, including any minors, accompanying Renter, are present in, observing, using, or participating in any Harris County Facilities.

Renter also states that Renter is not under the influence of any chemical substance, including, but not limited, medications, illegal drugs, and/or alcohol, at the time of execution of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the rental, observation, use, or participation in the Harris County Facilities.

In the event Harris County Facilities or a volunteer provides transportation for the Renter (or that of Renter's family member, dependent, or guest, including any minors, accompanying Renter), this waiver release shall extend to emergency medical treatment, operation or anesthesia, which might become necessary. Renter agrees to be responsible for the expense of medical treatment or service.

Renter understands there may be times when information provided to Harris County may be released upon request. This consent is intended to comply with the requirements of the Public Information Act, Tex. Gov't Code Ann. 552.137, as amended, and shall survive termination of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. Renter understands and acknowledges that Harris County Precinct 4 has determined that no security fee is required for the Harris County Facilities, based on Renter's qualifications. Renter further understands and acknowledges that because there is no security fee, Renter shall be fully responsible for any damages, losses, or liabilities that may occur during Renter's rental of, entrance of, observance of, use of, or participation in the Harris County Facilities, beyond normal wear and tear.

Renter hereby waives any claim to a security fee for this rental and releases the Released Parties from any liability or responsibility regarding the return or reimbursement of a security fee.

Renter understands and agrees that the Released Parties are not responsible for any disputes arising from this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT represents the entire agreement between the parties relating to the subject matter hereof and supersedes any other oral or written agreements and understandings relating thereto. If any part of any provision of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be construed according to and governed by the substantive laws of the State of Texas, excluding its conflicts of laws principles. This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be binding upon, and inure to the benefit of, the Released Parties and their respective successors and assigns.

Renter fully understands that Renter's rental of, entrance of, observance of, use of, or participation in the Harris County Facilities is **entirely voluntary**. Renter has read and understood this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has voluntarily digitally signed this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and agrees that no oral representations, statements, or inducement apart from this written agreement have been made to Renter.

Renter understands that this waiver is binding upon signing and that Renter has had the opportunity to seek legal counsel if Renter has any questions regarding this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

Print name of signer: _____ (must be at least 18 years old)

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Signature: _____

Date: _____

Participant Name(s): _____