



# WAIVER FORM

## PLEASE READ BEFORE SIGNING AS A PARTICIPANT IN THE Mayor's Back 2 School Fest Presented by Shell Distribution

I, ("Participant"), wish to participate in the Mayor's Back 2 School Fest Presented by Shell ("Event") on Saturday, August 5, 2023. All Participants (parents or guardians on behalf of minors) must complete and sign the Waiver Form before being permitted to participate in the Event.

I ACKNOWLEDGE and UNDERSTAND that I will be participating in the Event at my own risk. I affirm that I am physically fit and prepared to perform services at the Event. I will not create an unsafe situation for other individuals, or myself, nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the Event coordinators. If I see any situation that I feel is unsafe, I will call it to the attention of a safety coordinator.

I hereby grant permission to the City of Houston and the Event's sponsors to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.

### ***WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT***

IN CONSIDERATION OF PARTICIPANT BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE EVENT, I, THE UNDERSIGNED, FOR AND ON BEHALF OF GROUP, MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES INCLUDING THE EVENT'S SPONSORS, TOGETHER WITH ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY "HOUSTON"), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY "CLAIMS"), AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOUSTON, OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST HOUSTON WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *EVENT* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY HOUSTON IN CONNECTION WITH THE *EVENT* EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF HOUSTON AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF HOUSTON, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF HOUSTON AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF HOUSTON.

PLEASE PRINT:

\_\_\_\_\_  
ORGANIZATION/SPONSOR

\_\_\_\_\_  
(Participant) LAST NAME FIRST NAME MI AUTHORIZED SIGNATURE (Self or parent/guardian if under 18)

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_