

**Battleship TEXAS Youth Educational Program Liability Waiver Form 3 - 4 Control #**

**Note:** If participants are legal minors, under 18 years of age, both the participating minor and his/her parent or legal guardian must sign below signifying their understanding of and agreement with the terms for participation in the Overnight Program cited herein.

The undersigned adult and/or minor ("releaser(s)"), on behalf of him/her self and/or his/her heirs, wards, estate, executors, administrators, and assigns, hereby release and forever discharge, indemnify, and hold harmless the: Battleship TEXAS Foundation, Texas Parks and Wildlife, active or reserve components of the U.S. Department of Defense, volunteers supporting the previously cited organizations, their board and/or commission members, officers, staff, employees, agents, and assigns past and present, its Insurers, the cities of La Porte and Deer Park, TX, Harris County, TX, the State of Texas, and the United States of America ("releasers") from:

- a. Any and all claims, demands, actions, right of actions, and/or liabilities, potential or otherwise, whether known or unknown, foreseeable or unforeseeable, suspected or unsuspected, resulting in damage, injury, death, or any other adverse result claims which may arise as a result of presence in/on the releaser's property, structures, exhibits, watercraft, vehicles, or adjacent waters or participation in activities through action, in-action, or negligence, or presence. The releaser(s) agree(s) never to commence, prosecute or cause, permit or advise to be commenced, or assist in any way in the commencement or prosecution of any action, suit, or proceeding against the releaser or any of the released parties involving any of the claims released by this agreement.
- b. All losses and expenses in the event of any breach of this agreement by releaser.
- c. Any claim whatsoever on account of first aid, transportation, medical treatment, or service rendered in response to emergency circumstances.

**Without limiting the generality of previous paragraphs, the releaser(s) agree(s) that:**

- a. This agreement extends to any and all claims that arise from any claimed or actual negligence, carelessness, default, act or omission of the releaser or released parties individually or collectively.
- b. This agreement applies to any harm resulting from any defect or danger in the releaser's property, structures, exhibits, watercraft, vehicles, or adjacent waters or from any other cause related in any way to the releaser.
- c. The purpose of this agreement is to relieve all of the releaser and all released parties from all liability, regardless of the nature, and regardless of the cause.
- d. He/she/they expressly assume(s) the risk of any and all damage, injury, death, loss, or harm which may occur to the releaser or to any of the releaser's property.

Releaser(s) warrants that he/she/they has/have read this agreement and understand(s) it (Parent or Guardian cited below acknowledges this understanding as indicated by signature below). Releaser further warrants that its terms are contractual in nature and that in consideration of executing this agreement, releaser(s) agree(s) that the terms of this agreement shall bind his, her, or their spouse, children, relatives, heirs, beneficiaries, descendants, executors, and administrators.

**Emergency Medical Information**

Participant\* Adult \_\_\_\_ Child \_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Alt Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Primary person to be notified \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Alt Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Secondary person to be notified \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Alt Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

***Voluntarily submitted information on participant for use in emergency medical situations:***

Primary Care Physician \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Primary Care Facility \_\_\_\_\_

*(Unless otherwise directed, injured persons will be cared for according to Deer Park or La Porte, TX Standard Emergency Medical Technician, Ambulance, and Hospital/Clinic Procedures)*

***Information on participant which may be of use to emergency medical personnel:***

Allergies \_\_\_\_\_ Blood Type \_\_\_\_\_

Prescription Medications \_\_\_\_\_ Conditions /special care needed \_\_\_\_\_

Medical insurance company \_\_\_\_\_ Plan \_\_\_\_\_

Group Policy # \_\_\_\_\_ Individual Policy # \_\_\_\_\_ 24 hour phone \_\_\_\_\_

<b>I /we have read the above Liability Waiver and Emergency Medical Information sections and agree to these terms;</b>		
_____ Signature of Participant	_____ Date	_____ Signature of Parent/Legal Guardian

**Please Make Copies, this form is to be filled out by each Adult and Child**