

OPEN COURT SPORTS COMPLEX  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT  
**(PLEASE READ BEFORE SIGNING)**

WHEREAS, THE UNDERSIGNED, on behalf of himself or herself, his or her personal representatives, heirs, and next of kin (herein referred to as "Applicant") wishes to be permitted to enter, observe, use, or participate in the premises, facilities, equipment, and affiliated programs, without respect to location, of the Open Court Sports Complex (the "Facilities") for any purpose; and in consideration of, and as part payment for the right to enter, observe, use, or participate in the Facilities for any purpose:

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

**APPLICANT HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE FOR, AND APPLICANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OPEN COURT SPORTS COMPLEX, ITS OWNERS, AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AND AGENTS (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, APPLICANT'S PRESENCE, OBSERVATION, USE, OR PARTICIPATION AT OR IN THE FACILITIES, AND/OR THE PRESENCE, OBSERVATION, USE, OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, AT OR IN THE FACILITIES.**

**APPLICANT UNDERSTAND THAT ACTIVITIES AT THE FACILITY (the "Activities") INVOLVE INHERENT AND OTHER RISKS AND DANGERS** including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants and bystanders; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place; during any tours, camps, clinics, practices, open gym play, tournaments, spectatorship and any additional activities which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees. I understand that the description and list of Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of, or in connection with the Activities. **APPLICANT VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASED PARTIES FROM ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHILE APPLICANT, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, ARE PRESENT IN, OBSERVING, USING OR PARTICIPATING IN THE FACILITIES, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO APPLICANT'S, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, PRESENCE IN, OBSERVATION OF, USE OF OR PARTICIPATION IN THE 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.**

Applicant assumes full responsibility for any items lost or stolen while Applicant is present in, observing, using or participating in the Facilities. Applicant gives permission to the Open Court Sport Complex to use photographs, film footage, or tape recordings which may include Applicant's own image or voice (or that of Applicant's family member, dependent, or guest, including any minors, accompanying Applicant) for purposes of promoting any of the Facilities.

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

Applicant understands that fees charged by Open Court Sport Complex are not deductible as charitable tax contributions.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, 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 observation, use, or participation in the Facilities.

Applicant further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by Texas law, and that if any portion of this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is held invalid, Applicant agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant fully understands that Applicant's entrance, observance, use, or participation of or in the Facilities is **entirely voluntary**. Applicant has read and understood this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has voluntarily 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 Applicant. **APPLICANT ACKNOWLEDGEMENT UPDATED ANNUALLY.**

\_\_\_\_\_  
NAME OF APPLICANT (PLEASE PRINT)

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

\_\_\_\_\_  
DATE