



## Medical Release Form/Media Release Form

*All participants in TCS events must have a signed Waiver & Release Form, including adults 19 years and older. Participants under 19 must have the authorized signature of a Parent/Guardian. This form must be brought to registration.*

Player Name: \_\_\_\_\_ DOB: \_\_\_ / \_\_\_ / \_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

In consideration of Total City Sports (hereafter referred to as "TCS") furnishing or making available services, property, camp sites, housing, transportation, supervision, activities, resources, supplies, programs and equipment to enable the undersigned participant ("participant") to participate in TCS religious, social, cultural, athletic, or other activities, services, programs and events (collectively "TCS events") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Participant and undersigned legal Guardian of minor Participant, on behalf of themselves, and their respective children, representatives, executors, heirs, beneficiaries and successors (collectively the "Undersigned" fully and unconditionally agree as follows:

1. The Undersigned fully understand, acknowledge and agree that:
  - a. all indoor or outdoor TCS Events have inherent risks, dangers, hazards and exposures (collectively defined as "the Dangers"),
  - b. participation in TCS Events and/or use of TCS owned, borrowed, or leased equipment, facilities, real or personal property, buildings, or spiritual, residential or recreational items, properties or equipment (collectively the "TCS Property and Equipment") may result in injury, illness, sickness, disease, strains, breaks, fractures, partial and/or total paralysis, death or other ailments or injuries that could cause serious disability (collectively "the Injuries"),
  - c. these Dangers or Injuries may be caused by (i) accidents, the forces of nature, foreseeable or unforeseeable causes, or other causes; or (ii) the actions, omissions or negligence of other participants in TCS Events or other individuals or entities; (iii) the actions, omissions, or negligence of the TCS chaperons or leaders, ministers or directors, parishioners agents, subcontractors, officers, volunteers or employees of the TCS (collectively "TCS Officials"), and
  - d. by the participation of any of the Undersigned in TCS Events or use of TCS Property and Equipment, the Undersigned hereby assume all risks and Dangers and all responsibility for any and all Injuries, Dangers, losses and damages, which occur or arise therefrom, whether caused in whole or in part by the actions, omissions, or negligence of any of the TCS Officials, the TCS or any other person or entity.
  
2. The Undersigned Participant and legal Guardian if minor Participant, on behalf of all the Undersigned, including their respective children, representatives, heirs, beneficiaries and successors, hereby voluntarily release, waive, discharge, hold harmless, defend and indemnify the TCS and all TCS Officials, from any and all Injuries, Dangers, lawsuits, other proceedings, claims of any kind, actions or losses of any kind, including without limitation those for bodily injury, injuries, property

damage, wrongful death, loss of services or otherwise, which might arise out of use of the TCS Property and Equipment or participation in, or travel to, any TCS Events. The Undersigned specifically understand and agree that the Undersigned are releasing, discharging and waiving, without limitation, any claims or actions that the Undersigned may have presently or in the future for negligence, actions, omissions or other conduct by TCS or any or all of the TCS Officials in connection with TCS Events or TCS Property and Equipment. The Undersigned also hereby represent that the Participant is in good physical and mental condition and is capable of participating in outdoor and indoor recreational activities and programs all without incident or problem of any kind, including, but not limited to, swimming, diving, boating, ropes course, climbing activities, basketball, volleyball, and other sports and adventure activities. The Undersigned accept all responsibility for Participant's physical well being and health and the results of the Undersigned's participation in any such activities or TCS Events.

3. THE UNDERSIGNED HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS THE UNDERSIGNED'S INTENTION TO FULLY AND COMPLETELY RELEASE, EXEMPT, RELIEVE AND HOLD HARMLESS THE TCS AND ALL TCS OFFICIALS FROM ANY LIABILITY OR OTHER CLAIM OF ANY KIND FOR ANY INJURIES, DANGERS, PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, ACTIONS, OMISSIONS OR OTHERWISE IN ANY RELATED TO TCS EVENTS OR TCS EQUIPMENT.
4. Any TCS Official may seek whatever medical attention or treatment he or she believes the Participant may need, including, without limitation, having them see a doctor or other professional at a hospital, clinic, other medical facility or at TCS Events (collectively "Medical Professionals"), and any Medical Professionals may treat the Participant and provide whatever medical attention or treatment they believe the Participant requires or could benefit from (the "Medical Treatment").
5. The Undersigned Participant and Guardian (if minor Participant) will remain completely financially responsible and liable (regardless of whether or not he or she has insurance) for any and all costs, fees, or expenses associated with any such Medical Treatment, and the Participant and Guardian (if minor Participant) will promptly reimburse and indemnify the TCS, any TCS Official and/or the Medical Professionals for any costs, fees, expenses or claims of any kind they may incur in obtaining such Medical Treatment for the Participant; provided, however, that nothing herein shall obligate the TCS or TCS Official to incur such costs, fees or expenses or seek such Medical Treatment, and nothing herein shall supersede, limit, or conflict with any Waivers, Releases or Hold Harmless Agreements that may be executed in favor of any of the TCS or any TCS Officials in this or any other document.
6. Representatives and authorized contractors of the TCS are hereby authorized to take and record photographs, videotape or other images and or make audio, video or other recordings, of Participant and Participant's activities at or involvement in TCS Events, or using TCS Property and Equipment, solely for use by the TCS in its brochures, newsletters, video tapes, recordings, websites and other promotional material or items to promote the TCS or TCS Events, all without any remuneration to Participant, Guardian or the Undersigned.

All of the above provisions are accepted and agreed to as of (date) \_\_\_\_\_.

**"Undersigned"**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

**HYDE PARK BAPTIST CHURCH  
QUARRIES CHRISTIAN LIFE CENTER  
SPEEDWAY GYM  
WAIVER AND RELEASE FORM**

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I, \_\_\_\_\_, hereby state and acknowledge the following

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_:

1. For both my own personal use, benefit and enjoyment, and that of any minor child for whom I am the parent or legal guardian with authority to enter such agreements on such minor's behalf, as listed on the signature page hereof, I desire to use the Hyde Park Baptist Church ("HPBC") Quarries Christian Life Center and/or the Hyde Park Baptist Church Speedway gym, including any ball fields, tennis courts, lake or water feature, parking lots, dressing, storage and shower facility (the "Facilities"), and as evidenced by my signature below, hereby represent that I am of sufficiently sound mind and body to understand and accept the attendant risks that accompany the use of any such physical premises.
2. I am aware that there may be a risk for certain individuals participating in activities involving physical exertion and I fully and solely assume that risk. I acknowledge that either (i) I have obtained independent medical approval for myself or said minor child to use the Facilities, or (ii) I fully, solely and independently waive my right to do so.
3. I acknowledge that the Facilities are and will remain unmanned and unsupervised by HPBC and that I am not expecting or relying on any HPBC employees or representatives on site to attempt to monitor either my activities, nor those of my child, that may occur across the multiple acres of the Facility. I am not seeking or relying on any employee or agent of HPBC to provide any advice or instruction on such recommended use of the premises or for medical assistance or advice.
4. I assume full responsibility for my (and, if applicable, my child's) use of the Facilities. I have been provided access to any and all parts of the property for whatever extent of inspection I deemed necessary for evaluation of the physical condition and level of risk and hereby swear and affirm that I am satisfied with the safety and reasonableness of the condition of same.
5. I understand that both natural and man-made objects, including but not limited to athletic fields, tennis courts, gym facilities and the quarry lake, can cause injury to any person using the premises and that, for example, I or my child could trip on or collide with steps, rocks curbs, roots, equipment, trees, buildings, furniture, sports equipment or trash; that there may be vehicle traffic operating on the premises that could collide with or run over a human being or personal property, causing injury or death; that sports and physical activity can cause participation injuries; and that swimming, boating or participating in other water activities present an inherent risk of drowning or other types of injury for which I accept the risk and am not relying on HPBC to act as my insurer or protector.
6. I specifically authorize my use of the quarry lake for any and all available water activities and acknowledge that HPBC is not providing supervision, advice or training with respect

to said activities. HPBC is not responsible for determining or evaluating my water/swimming capabilities or formulating any program for operational safety of any events or water use that may take place on such premises. HPBC is not providing nor responsible for "lifeguard" services in connection with any such water activities. HPBC is not responsible for providing proper equipment or flotation devices, nor for determining the sufficiency of any such devices provided by others; and that to the extent, if any, me, my child chooses to use any boat, watercraft, life-vest, belt or other flotation device that I/he/she did not provide, I am not holding HPBC responsible for determining the effectiveness or sufficiency thereof.

7. I agree to reimburse, indemnify and hold harmless, HPBC for any injury or loss to persons or property, and expenses incurred due to same, including costs of defense and reasonable attorney's fees, resulting from claims of my negligence, or intentionally wrongful acts, including defense and indemnification of claims that I am only partially negligent.
7. I agree that in the event a court rules that any part of this Waiver and Release Form is invalid or unenforceable, the remainder of this Waiver and Release Form shall remain in full force and effect.

**I acknowledge and affirm that I have carefully read, understand and agree to each of the seven (7) paragraphs of this Waiver and Release Form and that it applies to any person(s) listed hereinbelow as a minor child, whom I hereby represent and warrant to be within my care, custody and control such that I have full authority to provide such release.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name (First, M.I., Last)

\_\_\_\_\_  
Name of minor child (if applicable)

\_\_\_\_\_  
Phone

**EMERGENCY CONTACT INFORMATION: (Please Print Clearly)**

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Other: \_\_\_\_\_

Exhibit 2

# City of Austin Participant - Release and Waiver of Liability

For: Total City Sports Volleyball (Name of class)

I, \_\_\_\_\_ (*Print Name*) (Parent Name)

\_\_\_\_\_ wish to participate in a recreational class or program held at a City of Austin Parks and Recreation Department facility.

**OR**

wish to have my minor child, \_\_\_\_\_ (*Print Child's Name*) participate in a recreational class or program held at a City of Austin Parks and Recreation Department facility.

I understand that this class, event or program ("Class") is not sponsored by the City or its Parks and Recreation Department (PARD), and will not be supervised or taught by a City or PARD employee or agent. The company and the instructor of the class are independent contractors and the City will not control and is not responsible for the instructor's actions. In consideration of the City making a facility available for this event/class I, on behalf of myself and my child (if a minor will participate) agree to indemnify and hold harmless the City of Austin, its officers, employees and agents from any and all claims, damages or causes of action, including but not limited to claims or lawsuits for any alleged injuries, that may arise out of my participation or, if applicable, my child's participation, in this Class.

I understand that by signing this document, I release the City of Austin, PARD and their officers, employees or agents from any liability related to the Class.

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_  
(Printed)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_, 201\_\_\_\_\_