

**L IENDO PLANTATION CIVIL WAR WEEKEND
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT/PHOTO RELEASE**

PARTICIPANT NAME(S): _____

PARENT/GUARDIAN NAME: _____ **PHONE NUMBER:** _____

1. In consideration for participating in the CIVIL WAR WEEKEND event at LIENDO PLANTATION which begins on November 22, 2019 and ends on November 24, 2019, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LIENDO PLANTATION, their representatives, their officers, servants, agents, and employees (here in after referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, myself, or any person I have brought to this activity, or to any property belonging to such, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I, or my minor child or other persons I am responsible for, can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS OF PROPERTY, DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by myself, children and/or child under my guardianship or whom I have brought to this facility or any loss or damage to property owned by her, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my/their participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, my heirs, assigns and personal representative, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT LIENDO PLANTATION and its representatives, employees, directors and board members WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I, MYCHILDREN AND/OR ANY CHILD UNDER MY GUARDIANSHIP OR SUPERVISION MAY SUSTAIN.
6. I further agree that I will further assume the complete risk FOR MYSELF, MY CHILDREN OR THOSE UNDER MY GUARDIANSHIP OR SUPERVISION of any activity done in violation of any rule or directive or instruction.
7. I hereby authorize Liendo Plantation and the Civil War Weekend to use, reproduce, and/or publish any photographs and/or video or audio or other images that may pertain to me, including my image, likeness and/or voice without compensation or further notice, or those of my child/guardian/other person I am responsible for. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors. This material may also appear on the associated web page or related online areas, including social networking sites. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, the event may publish materials, use my name, photograph, and/or make reference to me in any manner that the event deems appropriate in order to promote and publicize this and future events.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, and Photo Release and understand them and sign them voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am fully competent; and I execute these Releases for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 2019.

SIGNATURE (parent or guardian if under 18): _____