

## **Hogwarts School of Witchcraft and Wizardry**

### **RELEASE of LIABILITY**

For and in consideration of the Camper being permitted to participate in the Camp I FULLY RELEASE AND FOREVER DISCHARGE First Unitarian Universalist Church of Austin and all of its volunteers, agents, employees, officers, trustees and affiliates (collectively "First UU") of and from any and all liability to the Camper, the Camper's personal representatives, assigns, heirs and next of kin, for any damage to or loss of property any injury to the Camper's person or the Camper's death or any one or more of the foregoing arising directly or indirectly out of the Camper's participation for any purpose in the Camp, INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF First UU, INCLUDING ANY NEGLIGENT CONDUCT OF First UU but excluding any gross negligence or willful misconduct of First UU.

IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF FIRST UU FROM THE CONSEQUENCES OF FIRST UU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF FIRST UU DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FIRST UU. I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS First UU for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the Course/Activity, INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF FIRST UU, INCLUDING ANY NEGLIGENT CONDUCT OF FIRST UU but excluding any gross negligence or willful misconduct of FIRST UU. IT IS MY EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY ME OF FIRST UU FROM THE CONSEQUENCES OF FIRST UU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY OBLIGATION TO INDEMNIFY FIRST UU DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FIRST UU.

By execution below I hereby acknowledge that I recognize and assume all of the risks associated with the Camp.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the State of Texas, and venue with respect to any dispute arising between FIRST UU and any other party that involves this Release and Indemnity Agreement or my participation in the Course/Activity shall be exclusively in Travis County, Texas. Each provision of this Release and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by FIRST UU or any other person or entity which is hereby released. I WARRANT THAT I HAVE CAREFULLY READ THIS RELEASE AND KNOW ITS CONTENTS, AND THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO SIGN THIS RELEASE AND THAT I HAVE SIGNED THIS RELEASE VOLUNTARILY AND AS MY OWN FREE ACT. I SIGN THIS RELEASE FULLY INTENDING TO BE BOUND BY ITS TERMS.

#### **AUTHORIZATION FOR TREATMENT**

As the parent/guardian of the above named Camper, I hereby give authorization to First UU to take my child to an emergency room of the nearest hospital should, for any reason, they require any minor medical or surgical treatment and/or medication while participating in an approved field trip activity. I further authorize the hospital and its medical staff to administer treatment as deemed necessary by them for the well-being of said Camper. I understand that First UU will make attempts to notify me in all medical emergencies, and I will be contacted, if possible, for my permission if hospitalization or treatment of a serious nature is required.