

WAIVER & RELEASE for WAYA

- 1. Program:** I desire for my child to participate in activities provided by the West Austin Youth Association (WAYA).
- 2. Risks:** I understand the nature of the physical demands of such activities. I understand that the physical demands of such activities, as well as the activities themselves, may result in injury to my child, and that such injury may be severe. I have made WAYA aware of any and all medical and physical conditions that might affect my child's participation. I understand that reasonable procedures are employed by WAYA, but that unforeseen circumstances or accidental events may occur, for which WAYA, its officers, agents, representatives, coaches, volunteers, and employees cannot be held responsible. I hereby assume all ordinary risks normally incidental to the nature of this activity and program, including those risks which are not foreseeable.
- 3. Release:** I unconditionally waive and release the West Austin Youth Association, its officers, agents, representatives, coaches, volunteers, and employees, and agree to hold said persons harmless from any and all claims, rights, or causes of action which may be asserted against WAYA, its officers, agents, representatives, coaches, volunteers, and employees by any person as the result of any injuries, expenses, loss of compensation, or loss of experience as a direct or indirect result of the use of the services, facilities, instruction, or premises of the West Austin Youth Association or as a direct or indirect result of my child's participation, or from any negligence on the part of the West Austin Youth Association, including any act or failure to act.
- 4. Indemnification:** I unconditionally promise and agree to indemnify WAYA and its officers, agents, representatives, coaches, volunteers, and employees and to hold said persons harmless from any and all claims, rights, or causes of action which may be asserted against WAYA, its officers, agents, representatives, coaches, volunteers, and employees by any person as the result of any injuries (regardless of severity), expenses, loss of compensation, or loss of experience as a direct or indirect result of the use of the services, facilities, instructions, or premises of WAYA, or from any negligence on the part of WAYA, including any act or failure to act. This agreement to indemnify includes any and all money paid by WAYA, its officers, agents, representatives, coaches, volunteers, or employees to, or charged by, any person (whether by virtue of a settlement or in litigation), including attorney's fees for any parties to the claim, demand, or litigation.
- 5. No Liability Insurance:** I have been informed and am aware that WAYA does not provide, nor is any member of my family covered by, any policy of liability insurance which would otherwise serve to compensate members of my family in the event of an injury, expense, loss of compensation, loss of service or other damage (general or special) which I or any member of my family may experience as a direct or indirect result of the use of services, facilities, instructions, or premises of WAYA, or from any negligence on the part of WAYA, its officers, agents, representatives, coaches, volunteers, or employees, including any act or failure to act.
- 6. Consideration:** I hereby acknowledge the validity and adequacy of the consideration for this release being the offering and provision of WAYA
- 7. Binding Effect:** This agreement is binding upon me and upon my spouse, heirs, assigns, dependents, personal representatives, attorneys, and my estates. This agreement is also binding upon my child or children on whose behalf it is executed and upon any legal guardian thereof.
- 8. Entire Agreement:** This document constitutes the entire agreement between WAYA and the undersigned regarding the subjects covered hereby. All previous agreements, oral or written, are superseded and there exist no further oral or written representatives, promises, assurances, or statements of any kind affecting this agreement except those which are expressly set forth in this document.

Signed this _____ day of _____, 201_____
(date) (month) (year)

Mother's signature: _____

Father's signature: _____