

RELEASE AND INDEMNIFICATION

My child/children, _____, is/are hereby granted permission to participate in the following event which will be conducted on District Property:

And Further, for and in consideration of **Tarrant Regional Water District, a Water Control and Improvement District (“the District”)** granting the undersigned and/or his or her child access to District Property; the undersigned and/or his or her child do hereby release, relinquish, and discharge and agree to indemnify and hold harmless the District, and the District’s officers, directors, servants, agents and employees from any and all claims, demands, liabilities, suits, causes of action, obligations, damages, injuries, losses, penalties, costs, charges, and expenses (including, without limitation, attorney’s fees, court costs, consultant fees, expert fees, and other litigation related expenses) of whatsoever kind or character directly or indirectly resulting from, arising out of or in connection with, or relating to (1) any condition of the District Property; (2) any use or occupation of the District Property; (3) any act of negligence, whether of omission or commission, of the undersigned and/or his or her child, or any of its officers, directors, agents, servants, employees, contractors, subcontractors, or any other person acting on behalf of the undersigned and/or his or her child; (4) any damage to the undersigned and/or his or her child’s property which may arise in connection with the District’s operation and maintenance of said District Property; (5) any accident, injury, or damage whatsoever caused to any person, firm, corporation, or property. This release and indemnification extends to and includes any an all claims for bodily injury, death, sickness, disease, property damage or destruction, consequential damage, or economic loss caused to or suffered by any person or property, including, but not limited to the undersigned and/or his or her child, and any officers, directors, agents, servants, employees, contractors, subcontractors, or any other person acting on behalf of the undersigned and/or his or her child, or any other person or entity. In case of any action or proceeding brought against the District by reason of any such claim the undersigned and/or his or her child, upon notice from the District, agrees to defend the action or proceedings by counsel acceptable to the District at the undersigned and/or his or her child’s cost. **THE PROVISIONS OF THIS RELEASE AND INDEMNIFICATION SHALL REMAIN AND BE IN FULL FORCE AND EFFECT EVEN IF ANY CLAIM, DEMAND, LOSS, LIABILITY, DAMAGE, OR EXPENSE, OR CLAIM THEREFOR, BY ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY RESULTS FROM, ARISES OUT OF, OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR BE RELATED TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT, OR ANY OF THE DISTRICT’S OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF THE DISTRICT, THE PARTIES INTENDING HEREBY TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE.** This release and indemnification shall survive termination or expiration of this Permit.

PARENT/GUARDIAN’S SIGNATURE

CHILD/CHILDREN’S NAME(S)

PRINTED NAME

PRINTED NAME

STREET ADDRESS

PRINTED NAME

CITY/ STATE/ZIP)

PRINTED NAME

PHONE NUMBER

DATE