



WAIVER OF LEGAL RIGHTS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Sport: Coed Kickball, Coed Softball, Men's Softball, Men's Basketball, Cornhole

Season: Spring, Summer, Fall, Winter

Year: 2026

Team Name:

This form must be signed by or on behalf of all individuals who will participate in the City of Hutto (the "City") Activities. Participants under the age of 18 must have this form signed by a parent or legal guardian (in such event "I" will mean that the parent or guardian who signs for the participant, has both for the signer and for the participant, read, acknowledged, attested, warranted, agreed, certified, covenanted, held harmless, indemnified, released acquitted, discharged, and assumed risks, all stated in this Waiver, Release and Assumption of Risk, and that in addition, the signer warrants that the signer is authorized to do so).

In consideration for being allowed to participate in the City Activities, I, _____, the undersigned, acknowledge, appreciate and agree as follows: Print full Name

I acknowledge that this Activity may involve strenuous activity and carries with it the potential for property loss, serious injury, permanent disability or death. The risks include, but are not limited to, those caused by terrain, facilities, temperature, lack of hydration, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, City officers, City Council members, employees, City contractors, City agents, participants, volunteers, spectators, event officials, event monitors and/or organizers. These risks are not only inherent to participants but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this Activity. Furthermore, I, expressly and unconditionally assume all risks and dangers known or unknown, foreseen or unforeseen, relating or incidental to my involvement in the Activity.

I also attest I am free from any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, including but not limited to those activities associated with the Activity, (i) impair, prevent or prohibit me from engaging in such Activity or (ii) be affected, aggravated or worsened in any way as a result, directly or indirectly, of my involvement in the Activity. I certify I have not been advised by a health care professional that I should not participate in the Activity or similar activities.

I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that I, or members of my group or organization, may be exposed to or infected by COVID-19 by participating in any way in any event, program, activity, reservation or rental taking place at a City of Hutto Parks and Recreation facility or park, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a City of Hutto Parks and Recreation facility or park may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and other participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or members of my group or organization, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that they or I may experience or incur in connection with participation in any event, program, activity, reservation or rental taking place at a City of Hutto Parks and Recreation facility. I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM ANY CLAIMS RELATED TO COVID-19 OR ANY OTHER EPIDEMIC OR PANDEMIC INCLUDING WITHOUT LIMITATION OTHER CORONA VIRUSES AND INFLUENZA VARIANTS (COLLECTIVELY PUBLIC HEALTH RISKS), INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF HUTTO AND ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY CLAIM THAT MAY ARISE FROM OR IN CONNECTION WITH MY OR MEMBERS OF MY GROUP OR ORGANIZATION'S PARTICIPATION IN ANY PROGRAM TAKING PLACE AT A CITY OF HUTTO PARKS AND RECREATION FACILITY, INCLUDING CLAIMS RELATED TO PUBLIC HEALTH RISKS. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CITY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER AN INFECTION ARISING FROM PUBLIC HEALTH RISKS OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY CITY OF HUTTO PARKS AND RECREATION PROGRAM. I FURTHER ACKNOWLEDGE THAT EPIDEMICS OR PANDEMICS OTHER THAN COVID-19, INCLUDING WITHOUT LIMITATION OTHER CORONA VIRUSES AND INFLUENZA VARIANTS, MAY IN THE FUTURE POSE SIMILAR OR GREATER RISKS THAN THOSE POSED BY COVID-19.

WAIVER AND RELEASE / INDEMNIFICATION AND HOLD HARMLESS

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE ACTIVITY, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE CITY OF HUTTO, TEXAS, TOGETHER WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY HUTTO) OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR

PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY CLAIMS), AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HUTTO, OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST HUTTO WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE ACTIVITY AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY HUTTO IN CONNECTION WITH THE ACTIVITY EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF HUTTO AND/OR THE RESULT OF THE ACTUAL OR ALLEGED NEGLIGENCE OF HUTTO, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF HUTTO AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF HUTTO.

ACKNOWLEDGMENT OF UNDERSTANDING

I warrant that I have read this full release and fully understand it as a release for the above- described matter. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further warrant that no representation of any kind or character has been made to me by any person as an inducement for the execution of this release, and that the undersigned is of legal age, and legally competent to execute this release.

PHOTOGRAPHY PERMISSION

I hereby grant the City, elected and appointed officials, employees and volunteers assisting on behalf of the City permission to take pictures of me during my participation in the Activity for the use of non-profit advertising of the same. Any and all photography is the sole property of the City and may be used for any and all publicity reasons or events that the City sees fit, without any compensation to me

I agree to the aforementioned terms and certify that all information provided on this form is true, accurate and complete in all respects.

OR

I, the undersigned, hereby certify and represent that I am the legal parent or guardian of the Minor Participant. After fully informing myself of the nature and risks associated with the Activity, I give my permission for Minor to participate in the Activity. In consideration for allowing the Minor Participant to participate in the Activity, I fully ratify, accept and agree to the aforementioned terms both for myself individually and for the Participant.

_____ Signature

_____ Date

