PARTICIPANT WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION

FOR ACTIVITIES AND EVENTS

**BLESSED BE HOPE FOR THREE, INC.**

I, THE UNDERSIGNED (OR ON BEHALF OF THE UNDERAGE PARTICIPANT), HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES AND/OR EVENTS ASSOCIATED WITH, SPONSORED, OR HELD BY BLESSED BE HOPE FOR THREE, INC. (dba “Hope For Three” and referred to herein as “Hope For Three”). I understand participating in any Hope For Three activity or event is potentially hazardous and could cause injury or death. I will not enter and participate unless I am in good health, medically able, and properly trained (as applicable to volunteers) for participating in such an event or activity. By my signature below, I certify that the foregoing sentence is true and applicable to the activity or event I am registering for. I certify that no health-related reasons or problems preclude my participation in this activity, including, but not limited to, having tested positive for SARS-CoV-2 (COVID-19) within the fourteen (14) day period before the activity/event.

I acknowledge that this Participant Waiver, Release of Liability, and Indemnification Form will be used by the event holders, sponsors, and organizers of any Hope For Three activity or event and that it will govern my actions and responsibilities during these activities or events.

In consideration of my registration and permitting me to participate in this activity Hope For Three activities and events, I hereby understand and acknowledge, and willfully agree to and take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to the following:

1. **I WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OR FAULT OF THE ENTITIES OR PERSONS RELEASED, FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME INCLUDING MY TRAVELING TO AND FROM THIS ACTIVITY, THE FOLLOWING ENTITIES OR PERSONS: BLESSED BE HOPE FOR THREE, INC. DBA HOPE FOR THREE AT ANY VENUE WHERE SUCH ACTIVITY OR EVENT IS BEING HELD, INCLUDING WITHOUT LIMITATION, ANY BUSINESS, PARK (INCLUDING ANY PUBLIC VENUE), CHURCH, RECREATIONAL OR SPORTING AREA OR OTHER LOCATION OF ANY KIND, AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, CONTRACTORS AND AGENTS, AND ANY EVENT OR ACTIVITY THIRD-PARTY BUSINESSES, VENDORS, HOSTS, HOLDERS, SPONSORS, AND OTHER VOLUNTEERS (COLLECTIVELY, THE “HOPE FOR THREE RELEASED PARTIES”**;
2. **INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE THE HOPE FOR THREE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, LOSSES, DEMANDS, OR CLAIMS MADE AS A RESULT OF PARTICIPATION IN THIS ACTIVITY OR EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE HOPE FOR THREE RELEASED PARTIES OR OTHERWISE, BUT NOT RESULTING FROM THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT**.

I acknowledge that the Hope For Three Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity or participation on their behalf.

I acknowledge that an activity or participation may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this and all activities and events.

I understand while participating in Hope For Three activities and events, and I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Participant Waiver and Release of Liability and Indemnification Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under Texas law.

**I CERTIFY I HAVE READ THIS DOCUMENT AND ~~I~~ FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND A CONTRACT IN WHICH I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY I AM 18 OR OLDER. IF THE PARTICIPANT IS UNDER THE AGE OF 18, A PARENT/LEGAL GUARDIAN MUST SIGN AND AGREE TO THE TERMS HEREIN ON BEHALF OF SUCH UNDERAGE PARTICIPANT. ELECTRONIC SIGNATURE AND/OR ACCEPTANCE OF THIS CONTRACT SERVES AS LEGAL AND BINDING ACKNOWLEDGEMENT OF THIS PARTICIPANT WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION**.

***Signature lines allow for printed and returned copies.***

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**PARTICIPANT’S LEGAL NAME (PRINT) DATE**

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**PARTICIPANT’S SIGNATURE DATE**

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**PARENT/LEGAL GUARDIAN NAME (PRINT) DATE**

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**PARENT/LEGAL GUARDIAN SIGNATURE DATE**