

**VOLUNTARY RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

My child, _____ (referred to as “**Child**”), desires to participate in the Tanglewood Elementary School Carnival, on October 24, 2024 (the “**Event**”), sponsored by the Tanglewood Elementary School Parent Teacher Association (the “**PTA**”). In consideration for being allowed to participate in the Event at the Tanglewood Elementary School playground and adjoined outdoor recreational areas (the “**Area**”), and in recognition of the PTA’s reliance hereon, I, on behalf of my Child, agree to all the terms and conditions set forth in this instrument (the “**Release**”):

1. Warning of Potentially Dangerous Activity. I am aware and understand the Event carries some inherent risk of serious injury due to the activities occurring at the Event.

2. No Administrative Supervision. I am aware and acknowledge that during the Event, neither Tanglewood Elementary School (the “**School**”) nor PTA members are providing supervision of my Child and I accept all of the risk associated therewith.

3. Voluntary Participation. I acknowledge that I am knowingly and voluntarily allowing my Child to participate in the Event and I have an express understanding of the danger involved. I understand that my Child is not required or obligated to participate in any of the activities at the Event and there will be no consequence should they elect not to.

4. Assumption of Risk. **I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD’S PARTICIPATION IN THE EVENT**, including without limitation the risk of any physical, bodily or emotional injury caused or exacerbated by the Event.

5. **RELEASE OF LIABILITY. I HEREBY RELEASE AND HOLD HARMLESS THE PTA, THE SCHOOL, ANY AFFILIATED ENTITIES, AND THEIR EMPLOYEES, TEACHERS, DIRECTORS, CONTRACTORS, INSURERS, AGENTS, SUCCESSORS, AND ASSIGNS (THE “RELEASED PARTIES”) FROM ANY AND ALL LIABILITY FOR ANY INJURY MY CHILD SUSTAINS, INCLUDING BUT NOT LIMITED TO PHYSICAL, BODILY, OR EMOTIONAL INJURY, RESULTING FROM PARTICIPATION IN THE ACTIVITY, EVEN IF SUCH INJURY OCCURS DUE TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

6. Indemnity. I also agree to hold harmless, defend, and indemnify the School and PTA (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) from any and all claims of mine, my spouse, family members, or others arising from my injury or loss due to my Child’s participation in the Event. I further agree to hold harmless, defend, and indemnify (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Event. I acknowledge and agree that my indemnity includes all claims for actual damages, exemplary damages, damages to property, medical expenses, damages due to mental anguish, damages due to physical pain or physical impairment or disability either past, present or future, lost wages or wage earning capacity, inheritance, loss of society or consortium or any other claim, or any other damage, of whatever nature. **THIS INDEMNITY SHALL APPLY WHETHER OR NOT ANY SUCH INJURY OR**

DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES. I ACKNOWLEDGE INDIVIDUALLY AND ON BEHALF OF MY HEIRS, EXECUTORS AND ASSIGNS THAT THIS INDEMNITY PROVISION IS CLEAR, CONSPICUOUS AND SATISFIES THE TEXAS EXPRESS NEGLIGENCE DOCTRINE.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release and Waiver of Liability and Assumption of Risk.

Signed at Fort Worth, Texas, on this _____ day of _____, year_____.

Printed Name of Parent/Guardian_____

Signature of Parent/Guardian_____

Emergency Contact Phone Number_____

Name of Child's Homeroom Teacher_____