

CITY OF MONT BELVIEU – EAGLE POINTE RECREATION COMPLEX

WAIVER OF LIABILITY

DISCLAIMER: *The City of Mont Belvieu-Eagle Pointe Recreation Complex, (hereafter referred to as EPRC) is not responsible for any injury (or loss of property) suffered while participating in EPRC activities, using equipment, or on complex premises, for any reason whatsoever resulting from the ordinary negligence on the part of EPRC, its operators, agents, or employees.*

WAIVER: In consideration of my membership or for being allowed to use The Eagle Pointe Recreation Complex (EPRC) facilities and equipment, **I hereby release and covenant not to sue EPRC, its owners, operators, employees, instructors, independent contractors or agents, from any and all present and future claims resulting from ordinary negligence on the part of EPRC or others listed** for loss, damage, or theft of personal property, personal injury, or death, arising as a result of using the facilities and equipment of EPRC and engaging in any EPRC activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future participation, that may be made by me, my family, estate, heirs, or assigns.**

ASSUMPTION OF RISK: Further, I am aware EPRC activities may range from but not limited to vigorous cardiovascular activity (e.g., aerobics, bicycles, steppers, or racquetball) to the strenuous exertion of strength training (e.g., free weights weight machines). I understand that these and other physical activities at EPRC involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I am voluntarily participating in club activities with knowledge of dangers involved and hereby agree to accept any and all inherent risks of property damage, minor or serious personal injury, or death.

INDEMNIFICATION AND HOLD HARMLESS: I further agree to indemnify and hold harmless EPRC and others listed for any and all claims arising as a result of my engaging in club activities or any activities incidental thereto, wherever, whenever, or however the same occur. I further agree to pay all costs and attorneys' fees incurred by EPRC in investigating a defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that EPRC is not responsible for the injury or loss.

SEVERABILITY AND VENUE: I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of this state of Texas and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Chambers County, Texas.

ACKNOWLEDGEMENT OF UNDERSTANDING: I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies that I might have now or in the future.

Name of Participant: (Please Print) _____ D.O.B. _____

Signature of Participant: _____ Date: _____