

WAIVER AND RELEASE FROM LIABILITY

I _____ have voluntarily elected to allow my child(ren) to participate in activities hosted and/or organized by the **Frisco Hills HOA** including, but not limited to, **playing on bounce house(s), hay rides, pony rides, face painting, and petting zoos.** I fully understand that there are health and safety risks associated with these types of activities. I, therefore, assume all risk of injury and/or death associated with my or my children's participation in these activities. I agree that I will not hold the event organizers, sponsors, Committee Members, Agents, Board of Directors, **Frisco Hills Homeowners' Association** or their agents and/or affiliates liable for any claims for injury and/or damage arising from my or my children's participation in these activities.

I hereby confirm that my child(ren) are in good physical condition and do not suffer from any disabilities or physical conditions that places me or others at risk or otherwise should prohibit their participation in this event.

I understand that participation in the aforementioned activities may, in some cases, cause serious harm or injuries, including bodily injury, damage to personal property, and/or death. I hereby waive and release, indemnify, hold harmless and forever discharge the **Frisco Hills** Homeowners' Association, Inc. and their volunteers, agents, sponsors, employees, officers, directors, agents, affiliates, successors and assigns, none whom admit any liability to the undersigned, but all expressly denying liability (herein the "Released Parties" and collectively with I the "Parties"), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, which I have or may hereafter have, arising from or in any way relating to my or my child(ren)'s participation in any of the events or activities conducted by the Released Parties.

By this WAIVER AND RELEASE, I assume any and all risk, and take full responsibility and warranty of any and all claims of personal injury and death or damages to but not limited to my use of the Released Parties' facilities and/or engaging in the Release Parties' activities or other activities on and near the Release Parties' premises.

This WAIVER AND RELEASE contains the full and complete agreement between the Parties, the terms are contractual and not merely a recital, and supersedes any and all prior written or oral agreements and representations between the Parties concerning the activities and the WAIVER AND RELEASE. Any additions to or changes in this WAIVER AND RELEASE shall be valid only if set forth in writing and signed by all the Parties. Furthermore, this WAIVER AND RELEASE is binding upon the undersigned and his/her respective spouse, heirs, next of kin, executors, administrators, representatives, successors and assigns. This WAIVER AND RELEASE shall be subject to the laws of the State of Texas. The provisions of this WAIVER AND RELEASE will remain in issue and in full force and effect even after termination of the Parties' activities.

I acknowledge that I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE and its contents. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this WAIVER AND RELEASE voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

There ***MUST*** be an adult over the age of 18 years watching bounce house(s) when your child(ren) are playing in or around the Bounce House(s) ***AT ALL TIMES!*** The **Frisco Hills** Homeowners' Association, its Board of Directors, Committee Members, Volunteers, and/or Managing Agent are not responsible for watching your children while in or around the Bounce House(s).

Child(ren's) Name(s) _____

[Signature of Parent/Guardian]

[Printed Name]

Property Address

Date

