



A 501(c)3 Non-Profit Organization

WAIVER AND RELEASE FROM LIABILITY

I, _____, specifically agree that, for the purpose of binding and on behalf of myself, and, if applicable, each member of my family and my, his or her respective legal representatives, executors, heirs, administrators, next of kin, successors and assigns (“Releasing Party” when singular or “Releasing Parties” when collective), and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged (including, but not limited to, the extension of guest privileges to me), I and all Releasing Parties **IRREVOCABLY AND UNCONDITIONALLY RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE**, to the maximum extent permitted under applicable law, Trinity Oaks Enterprises 501(c)3 and their respective legal representatives, executors, heirs, next of kin, estate, administrators, employees, agents, attorneys, successors, and assigns Releasing Party” when singular or “Releasing Parties” when collective), of and from all civil and/or criminal charges, complaints, contracts, promises, disagreements, disputes, agreements, controversies, suits, rights, demands, causes, losses, debts, actions, causes of action, claims, judgments, obligations, damages, liquidated damages, lawsuits, liabilities, and expenses, including any claims for attorney’s fees and costs, of any kind and character, known or unknown, suspected or unsuspected, anticipated or unanticipated, which I or any Releasing Party now have, claim to have, or may have in the future against any Released Party arising out of or related in any way to me being guest of Trinity Oaks Enterprises 501(c)3, including, but not limited to, my participating in any events or activities during the time period that they are a guest of Trinity Oaks Enterprises 501(c)3 at any location(s) and/or time(s).

I understand that the events and activities that are being released herein that I may participate in as a guest of Trinity Oaks Enterprises 501(c)3 will be inherently dangerous and may cause serious or grievous injuries, including personal injury, bodily injury, damage to and/or loss of personal property, and/or death. Such events and activities may include, but not be limited to hunting, use of firearms, bows, crossbows, knives, riding and/or driving on three- and four-wheelers, golf carts, tractors, trailers, and other motorized vehicles, using equipment, boating, fishing, riding on an air boat, kayaking, canoeing, hiking, swimming, climbing trees, exploring, encountering tame and wild animals, reptiles and insects, camping, and other activities. I realize that by signing this document, I am waiving all claims for damages, injuries, and death sustained by me or property that any Releasing Parties may ever have against any Released Parties that is in any way related to or arising from 1) my being a guest of Trinity Oaks Enterprises 501(c)3, and/or 2) my participating in any and all events and activities as a result of being a guest of Trinity Oaks Enterprises 501(c)3.

I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Trinity Oaks Enterprises 501(c)3, or the employees, representatives or agents of Trinity Oaks Enterprises 501(c)3.
2. I recognize that there are certain inherent risks associated with the above described activity(s) and I assume full responsibility for personal injury to myself and (if applicable) my family members, and



further release and discharge Trinity Oaks Enterprises 501(c)3 for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of or used by Trinity Oaks Enterprises 501(c)3, whether caused by the fault of myself, my family, Trinity Oaks Enterprises 501(c)3, or third parties.

3. I agree to indemnify and defend Trinity Oaks Enterprises 501(c)3 and its employees, agents or representatives against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use, of or presence upon the facilities of Trinity Oaks Enterprises 501(c)3.
4. I agree to pay for all damages to the facilities of or used by Trinity Oaks Enterprises 501(c)3 caused by my or my family's negligent, reckless, or willful actions.
5. I consent to the participation of my minor child _____ in the Activities of Trinity Oaks, and agree on behalf of the above named minor to all the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of minor named above.
6. In the event of an injury to the above minor during the described activities, I give my permission to Trinity Oaks Enterprises 501(c)3 or to the employees, representatives or agents of Trinity Oaks Enterprises 501(c)3 to arrange for all necessary medical treatment for which I shall be financially responsible.
7. I, hereby consent to my or my minor child's, image and likeness, as shown in the video-tapes, photographs, motion picture film and/or electronic images for which I or he/she poses or appeared, and/or audio recordings made of my or his/her voice may be used by Trinity Oaks Enterprises 501(c)3, its assigns or successors, in whatever way they desire, including but not limited to television, magazine and newspaper; furthermore, I hereby consent that such video- tapes, photographs, motion picture films, electronic images, recordings and the plates tapes and/or software ("property") from which they are made shall be their sole property of Trinity Oaks Enterprises 501(c)3, its assigns or successors. I further agree that the use of my or his/her name image, and likeness will not result in an invasion of my or his/her privacy or a violation of any property rights, and they shall have the right to sell, duplicate, reproduce and make other uses of such property as they may desire free and clear of any claim whatsoever on my part, individually, my marital community, or on the part of the minor on whose behalf I am signing this Release.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE FROM LIABILITY. I understand and confirm that by signing this WAIVER AND RELEASE FROM LIABILITY that I have given up considerable future legal rights on my own behalf, and on behalf of all Releasing Parties. I have signed this WAIVER AND RELEASE FROM LIABILITY freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me, and I understand and confirm that this document supersedes and prior oral or written agreement concerning the subject matter herein. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the fullest extent of the law. I am 18 years of age or older, and I am mentally competent to enter into this WAIVER AND RELEASE.



I further understand and agree that if (1) any provision of this WAIVER AND RELEASE FROM LIABILITY is prohibited by law, such prohibition shall not affect the validity of the remaining provision, and (2) any provision of this be found by a court of competent jurisdiction to be invalid, unenforceable, illegal or void for any reason, such provision shall be replaced with a provision that is valid, enforceable, and legal and which, to the greatest extent possible, provides the same rights, duties and/or obligations as were provided in the invalid, , unenforceable, illegal or void provision.

Signature

Date

Printed name

WITNESSED BY:

Witness 'signature

Date

Witness 'printed name

In case of emergency contact and phone number: _____

Youth's Email: _____

Adult's Email: _____

Address: _____

Contact number: _____



TRINITY OAKS SUPPORTS

HERO CELEBRATIONS • DREAM HUNTS • YOUTH PROGRAMS

Trinity Oaks is a U.S. registered 501(c)3 nonprofit organization based in San Antonio, Texas. EIN: 20-8992883

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