

ATHLETIC WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

There are certain inherent risks associated with participating in sports and/or athletics that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, viruses and stains; and (2) major injuries such as injuries to the eyes, infection, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using equipment, actual use of a field, amenities at the stadium, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risk and potential injuries as "Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in at the Lake Travis High School (LTHS) Men's Soccer 12th Annual 3v3 Tournament Fundraiser on 16th December, 2023 (the "Activities").

HAVING READ THIS PARAGRAPH and having an appreciation for and an **UNDERSTANDING OF THESE RISKS**, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf of yourself or your minor to all of the following.

**1. ASSUMPTION OF RISK** I, on behalf of myself and/or my minor, **ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE LAKE TRAVIS HIGH SCHOOL (LTHS) MEN'S SOCCER 12TH ANNUAL 3V3 TOURNAMENT FUNDRAISER ON THE 16TH DECEMBER 2023, INCLUDING BUT NOT LIMITED TO THE ATHLETIC FACILITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHER OR THE UNAVAILABILITY OF EMERGENCY CARE**, as well as those Risks, described in the preceding paragraph.

**2. INDEMNITY/HOLD HARMLESS** I, on behalf of myself and/or my minor and/or our heirs, personal representative and/or assigns also agree to indemnify and hold Lake Travis Independent School District (LTISD) and/or Lake Travis High School (LTHS) as well as their affiliates, parents, students, employees, contractors, volunteers or any person or entity associated in any way with the ownership, operation or affiliation with the tournament or facilities and the creation, production or distribution of Lake Travis High School (LTHS) related marketing content on any lake Travis Independent School District (LTISD) or Lake Travis High School (LTHS) website, harmless from any and all claims, causes of actions, lawsuits, arbitration or proceedings as well as from any expenses, judgements, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brough against Lake Travis Independent School District (LTISD) and/or Lake Travis High School (LTHS) as a result of my or my minor's participation in the activities. I hereby allow Lake Travis High School (LTHS) to use my or my minors image or likeness without current or future compensation for marketing purposes related to LTHS.

**3. RELEASE/WAIVER** In consideration for being permitted to participate in the LTHS 3v3 tournament, I on behalf of myself and/or my minor and/or our heirs, personal representative and assigns **HEREBY RELEASE, WAIVE AND DISCHARGE** Lake Travis Independent School District (LTISD) and/or Lake Travis High School (LTHS) from any and all liability associated with or related to my or my minor's participation in the Activities and agree **NOT TO SUE** Lake Travis Independent School District (LTISD) and/or my or my minor's participation in Lake Travis High School (LTHS) for any reason resulting from or associated with the Activities. This waiver and release is intended to include all claims for injuries accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related or associated with the Activities.

**4 NO INSURANCE** I, on behalf of myself and/or my minor, acknowledge that lake Travis Independent School District (LTISD) nor Lake Travis High School (LTHS) does not carry insurance on behalf of myself or my minor

**5 LEGAL RIGHTS** I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement.

**6. SEVERABILITY** I, on behalf of myself and/or my minor, understand an expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of held State for which it is used and that if any portion of this agreement is held invalid, shall be interpreted and construed to afford as much protection to Lake Travis Independent School district (LTISD) and/or lake Travis High School (LTHS) as permitted by the applicable law.

Participant's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date 12/16/2023

FOR PARTICIPANTS OF MINORITY AGE - (UNDER 18 AT THE TIME OF REGISTRATION)  
CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above names minor participant. I have read this agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor and myself. I, on behalf of myself and my minor, agree to be bound by all of the terms of this agreement and also give my consent to allow my minor to participate in all the Activities described herein. I release and agree to indemnify and hold harmless the Releasees from any kind and all liabilities incident to my minor child's involvement or participation in this tournament as provided above, even if arising from the negligence of the releases to the fullest extent permitted by law

Parent/Guardian's Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Parent/Guardian's signature \_\_\_\_\_ Date 12/16/2023