

***WAIVER*** ***AND*** ***RELEASE*** ***OF*** ***LIABILITY***

**IN** **CONSIDERATION** **OF** the risk of injury that exists while participating inXTREME HEAT

SPORTS TRAINING (hereinafter the "Activity"); and

**IN** **CONSIDERATION** **OF** my desire to participate in said Activity and being given the right to

participate in same;

**I** **HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives

(hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents

or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this

WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of

action of any kind arising out of my participation in the Activity; and

**I** **HEREBY** release and forever dischargeXTREME HEAT SPORTS MANAGEMENT, located at

11005 Scott St 3301, Houston, Texas 77047, their affiliates, managers, members, agents,

attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns

(collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct

result of my participation in the aforementioned Activity.

**I** **AM** **VOLUNTARILY** **PARTICIPATING** **IN** **THE** **AFOREMENTIONED** **ACTIVITY** **AND** **I** **AM**

**PARTICIPATING** **IN** **THE** **ACTIVITY** **ENTIRELY** **AT** **MY** **OWN** **RISK.** **I** **AM** **AWARE** **OF** **THE**

**RISKS** **ASSOCIATED** **WITH** **PARTICIPATING** **IN** **THIS** **ACTIVITY,** **WHICH** **MAY** **INCLUDE,** **BUT**

**ARE** **NOT** **LIMITED** **TO:** **PHYSICAL** **OR** **PSYCHOLOGICAL** **INJURY,** **PAIN,** **SUFFERING,**

**ILLNESS,** **DISFIGUREMENT,** **TEMPORARY** **OR** **PERMANENT** **DISABILITY** **(INCLUDING**

**PARALYSIS),** **ECONOMIC** **OR** **EMOTIONAL** **LOSS,** **AND** **DEATH.** **I** **UNDERSTAND** **THAT**

**THESE** **INJURIES** **OR** **OUTCOMES** **MAY** **ARISE** **FROM** **MY** **OWN** **OR** **OTHERS'** **NEGLIGENCE,**

**CONDITIONS** **RELATED** **TO** **TRAVEL** **TO** **AND** **FROM** **THE** **ACTIVITY,** **ORFROM**

**CONDITIONS** **AT** **THE** **ACTIVITY** **LOCATION(S).** **NONETHELESS,** **I** **ASSUME** **ALL** **RELATED**

**RISKS,** **BOTH** **KNOWN** **AND** **UNKNOWN** **TO** **ME,** **OF** **MY** **PARTICIPATION** **IN** **THIS** **ACTIVITY.**

**I** **FURTHER** **AGREE** to indemnify, defend and hold harmless the Releasees against any and all

claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise

brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I** **FURTHER** **ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or

failures to act of any party or entity conducting a specific event or activity on behalf of Releasees.

In the event that I should require medical care or treatment, I authorize Xtreme Heat Sports

Management to provide all emergency medical care deemed necessary, including but not limited

to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical

information with medical personnel. I further agree to assume all costs involved and agree to be

financially responsible for any costs incurred as a result of such treatment. I am aware and

understand that I should carry my own health insurance.

**I** **FURTHER** **ACKNOWLEDGE** that this Activity may involve a test of a person's physical and

mental limits and may carry with it the potential for death, serious injury, and property loss. I

agree not to participate in the Activity unless I am medically able and properly trained, and I

agree to abide by the decision of the Xtreme Heat Sports Management official or agent,

regarding my approval to participate in the Activity.

**I** **HEREBY** **ACKNOWLEDGE** **THAT** **I** **HAVE** **CAREFULLY** **READ** **THIS** **"WAIVER** **AND**

**RELEASE"** **AND** **FULLY** **UNDERSTAND** **THAT** **IT** **IS** **A** **RELEASE** **OF** **LIABILITY.** **I**

**EXPRESSLY** **AGREE** **TO** **RELEASE** **AND** **DISCHARGE** **Xtreme** **Heat** **Sports**

**ManagementAND** **ALL** **OF** **ITS** **AFFILIATES,** **MANAGERS,** **MEMBERS,** **AGENTS,**

**ATTORNEYS,** **STAFF,** **VOLUNTEERS,** **HEIRS,** **REPRESENTATIVES,** **PREDECESSORS,**

**SUCCESSORS** **AND** **ASSIGNS,** **FROM** **ANY** **AND** **ALL** **CLAIMS** **OR** **CAUSES** **OF** **ACTION**

**AND** **I** **AGREE** **TO** **VOLUNTARILY** **GIVE** **UP** **OR** **WAIVE** **ANY** **RIGHT** **THAT** **I** **OTHERWISE**

**HAVE** **TO** **BRING** **A** **LEGAL** **ACTION** **AGAINST** **Xtreme** **Heat** **Sports** **Management** **FOR**

**PERSONAL** **INJURY** **OR** **PROPERTY** **DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this

release is also for such negligence on the part of Xtreme Heat Sports Management, its agents,

and employees.

I agree that this Release shall be governed for all purposes byTexas law, without regard to any

conflict of law principles. This Release supersedes any and all previous oral or written promises

or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or

my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for

any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE

DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL

SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS** **AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be

interpreted as an agreement between two parties of equal bargaining strength. Both Participant,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Xtreme Heat Sports Management agree that this agreement

is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to

alter or explain the terms of this agreement, but that it will be interpreted based on the language

in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be

severable or invalid, or if any term, condition, phrase or portion of this agreement shall be

determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall

remain in full force and effect. If a court should find that any provision of this agreement to be

invalid or unenforceable, but that by limiting said provision it would become valid and enforceable,

then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact** **Contact Relationship** **Contact Telephone**

**I,** **THE** **UNDERSIGNED** **PARTICIPANT,** **AFFIRM** **THAT** **I** **AM** **OF** **THE** **AGE** **OF** **18** **YEARS** **OR**

**OLDER,** **AND** **THAT** **I** **AM** **FREELY** **SIGNING** **THIS** **AGREEMENT.** **I** **CERTIFY** **THAT** **I** **HAVE**

**READ** **THIS** **AGREEMENT,** **THAT** **I** **FULLY** **UNDERSTAND** **ITS** **CONTENT** **AND** **THAT** **THIS**

**RELEASE** **CANNOT** **BE** **MODIFIED** **ORALLY.** **I** **AM** **AWARE** **THAT** **THIS** **IS** **A** **RELEASE** **OF**

**LIABILITY** **AND** **A** **CONTRACT** **AND** **THAT** **I** **AM** **SIGNING** **IT** **OF** **MY** **OWN** **FREE** **WILL.**

**Participant's** **Name:**

**Participant's** **Address:**

**Signature:**

**Date:**

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release

must be signed by a parent or guardian, as follows:

**I** **HEREBY** **CERTIFY** that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

named above, and do hereby give my consent without reservation to the foregoing on behalf of

this individual.

**Parent** **/** **Guardian** **Name:**

**Relationship** **to** **Minor:**

**Signature:**

**Date:**