

# THE WILLS HILLS LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This form is an important legal document. THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING. It explains the risks you are assuming by beginning an exercise program. It is critical that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom.

I, \_\_\_\_\_, have volunteered to participate in a program of physical exercise under the direction of William Henderson, Brett Hervat and Wills Hills, which will include, but may not be limited to, running, resistance training, calisthenics, and other various exercise-induced activities (hereinafter defined as "Activities"). I desire to participate in the Activities of Wills Hills. I understand that before participating before any exercise program, I should consult with my physician. I also fully understand and appreciate the non-exhaustive list dangers, hazards, and risks inherent in the Activities (attached as Exhibit A) and in the transportation to and from the Activities, which dangers could result in property damage, personal injury, or even death.

**BEING ADVISED OF THE DANGERS, HAZARDS, AND RISKS OF THE ACTIVITIES, AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I, FOR MYSELF AND MY HEIRS, AGENTS, ASSIGNEES, PERSONAL REPRESENTATIVES, EXECUTORS, AND ADMINISTRATORS, DO HERE AND FOREVER RELEASE AND DISCHARGE AND HEREBY HOLD HARMLESS, WILLIAM HENDERSON AND BRETT HERVAT, INDIVIDUALLY, AND WILLS HILLS AS AN ENTITY, AND ALL RESPECTIVE AGENTS, HEIRS, ASSIGNS, CONTRACTORS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL LIABILITY FOR ANY HARM, INJURY, DAMAGE, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, AND EXPENSES OF ANY NATURE ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING BUT NOT LIMITED TO SUFFERING AND DEATH, THAT MAY BE SUSTAINED BY ME OR BY ANY PROPERTY BELONGING TO ME, WHETHER CAUSED BY OR FOUND UNDER THE LIABILITY THEORY OF NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, OR STRICT LIABILITY OR OTHER LEGAL FAULT OF WILLIAM HENDERSON OR BRETT HERVAT OR WILLS HILLS, OR ANY OTHER RELEASED PARTY, OR OTHERWISE, WHILE I PARTICIPATE IN OR AM IN TRANSIT TO OR FROM THE ACTIVITIES.**

I understand and agree that William Henderson, Brett Hervat and Wills Hills do not have medical personnel available at the location of the Activities. I understand and agree that William Henderson, Brett Hervat and Wills Hills are granted permission to authorize emergency medical treatment, if necessary, on my behalf and that such action by William Henderson, Brett Hervat and Wills Hills shall be subject to the terms of this Agreement. I further understand and agree that William Henderson, Brett Hervat and Wills Hills assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" William Henderson, Brett Hervat or Wills Hills. I further agree to save and hold harmless, indemnify, and defend William Henderson, Brett Hervat and Wills Hills from any claim by me or my family, arising out of my participation in the Activities.

In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of this Agreement by reading it before I sign it, and that I sign it as my own free will without relying upon any other representation, statement or inducements, apart from the foregoing written statement. I also understand that William Henderson, Brett Hervat and Wills Hills do not require me to participate in the Activities, but I want to do so, despite the possible dangers and risks and despite this Release.

I further state and represent that I am fully competent to sign this Agreement; and that I execute this Release Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this Activities, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I further agree that this Release Agreement shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_, 2017

I am the parent or legal guardian of the Applicant, a minor, who has signed this form. I have READ, and AGREE to, and CONFIRM the accuracy of, the above Release and Waiver with respect to the minor's participation in the Activities of the above-signed Applicant. I hereby represent and warrant that I am the Parent or Guardian of the Applicant and have the capacity to sign all of the documents required for acceptance of the minor's application for the Activities.

PARENT OR GUARDIAN SIGNATURE (If under 18) \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_, 2017

## **Exhibit "A"**

The following is a *non-exhaustive* list of possible risks and hazards associated with the Activities of Wills Hills:

### **General Risks:**

The following hazards and risks can occur in any outdoor Club Activity:

Sunburn, abrasions, falls, concussions, scrapes, bruises, broken bones, dislocations, sprains, strains, personal injury, death and disability (i.e., broken backs, necks, paralysis), animal or bug bites, including stings from bees, wasps, hornets, mosquitoes, flies, emotional/physical distress, falling objects, lightning, flooding, rain, hail, wind, other weather related phenomena, damage or loss of personal equipment & belongings, hypothermia, heat exhaustion, dehydration, physical exhaustion, and getting lost.

### **The following risks and hazards are more common with respect to participation in Wills Hills Running Club Activities:**

Shin splints, fatigue, lightheadedness, dehydration, heat exhaustion, and other similar risks associated with very strenuous, intense running. Moreover, there are the additional risks of possibly leaving the running route and becoming lost; the risk of collisions or encounters with automobiles, animals, and other traffic on or around the running route; the risk of assault or harassment by strangers; and the risk of falling or tripping due to uneven terrain; any of which could possibly result in personal injury, paralysis or even death.

This list does not cover all possible dangers or risks are associated with participation in the Wills Hills Running Club Activities.