

STATE OF TEXAS §

COUNTY OF BRAZOS §

**WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT
FIT4MOM PRENATAL CLASS, MOUNCE LIBRARY**

This Waiver, Release, and Hold Harmless Agreement (“Agreement”) is entered into between the City of Bryan, Texas (“City”), a home rule municipal corporation, and the undersigned participant (“Participant”) in the Fit4Mom class (“Activity”).

By signing below, the undersigned, acknowledges and agrees as follows:

1. The City is permitting Fit4Mom College station to host the Activity at the Mounce Library for the benefit of the participants. The City charges no money and gains no benefit beyond facilitating such programs for the community. The City makes no warranty or guarantee with respect to the outcome, benefits, safety, or other impact of the Activity. The City has no control or oversight over the Activity, including but not limited any involvement with fees, refunds, scheduling or rules for participation.

2. Participation in the Activity involves a risk of physical injury. It is my responsibility to consult with my doctor before engaging in any physical exercise that may cause any injury or condition, or exacerbate any existing injury. I voluntarily assume full responsibility for any risk of loss, damage, personal injury, or death which may occur as a result of being engaged in the Activity, both for myself and my child(ren).

3. IN CONSIDERATION FOR THE CITY’S AGREEMENT TO ALLOW PARTICIPANT TO ENGAGE IN THE ACTIVITY HEREBY RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE THE CITY OF BRYAN, TEXAS, ITS REPRESENTATIVES, SERVANTS, AGENTS, OR EMPLOYEES, SPONSORS, AND OFFICERS THEREOF, (HEREINAFTER REFERRED TO AS CITY) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING PERSONAL INJURY OR DEATH, THAT MAY BE SUSTAINED BY ME OR TO ANY PROPERTY BELONGING TO ME, WHILE PARTICIPATING IN SUCH ACTIVITY. I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LOSS, LIABILITY, DAMAGE, OR COSTS, INCLUDING COURT COST AND ATTORNEY’S FEES, WHICH IT MAY INCUR DUE TO ANY CLAIM, DEMAND, ACTION, OR CAUSE ARISING OUT OF OR RELATED TO MY PARTICIPATION IN SAID ACTIVITY. IT IS MY INTENTION THAT THIS AGREEMENT SHALL INURE TO AND BE BINDING UPON MY HEIRS, SUCCESSORS, AND ASSIGNS.

4. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any dispute relating to the terms contained herein shall be in any court having jurisdiction in Brazos County, Texas. By signing below I indicate that I have read and understand the Agreement, I am signing it voluntarily with the full intent to be bound by same. This is the sole Agreement between the parties and supersedes all prior statements, inducements, or understandings whether oral or written.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 20__.

PARTICIPANT

Signature

Printed Name