

**GENERAL RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISKS
APACHE POOL (BLOCK HOUSE MUNICIPAL UTILITY DISTRICT)**

I, _____ (the "Participant"), and if such Participant is under 18 years of age, then also the parent or legal guardian of such individual (who shall be considered a Participant in this case), sign this Release and Waiver of Liability (this "Release and Waiver") in consideration for being permitted to participate in swim practices and/or swim meets or any other type of event or activity (collectively, the "Activities") in accordance with the agreement between Leander Independent School District and Block House Municipal Utility District and on the property owned by Block House Municipal Utility District (the "Owner") located at 3100 N Blockhouse Drive, Leander, Texas 78641 or on any other property owned by the Owner (collectively, the "Property").

1. **Release and Waiver of Liability Including Express Release of Claims for Released Parties Past or Future Negligence.** THE PARTICIPANT HEREBY FULLY AND FOREVER RELEASES AND DISCHARGES OWNER AND OWNER'S AGENTS, REPRESENTATIVES, FAMILY, HEIRS, ESTATE, EXECUTORS, INSURERS, ADMINISTRATORS, ASSIGNEES, SUCCESSORS, CONTRACTORS, SUB-CONTRACTORS, SPONSORS, PARTNERS, AFFILIATES, AND VOLUNTEERS (COLLECTIVELY, THE "RELEASED PERSONS or RELEASED PARTIES"), FROM ANY AND ALL PRESENT AND FUTURE LIABILITIES, DEBTS, OBLIGATIONS, COSTS, EXPENSES, DAMAGES, LOSSES, CHARGES, JUDGMENTS, EXECUTIONS, LIENS, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF WHATEVER NATURE OR DESCRIPTION, IN EQUITY OR AT LAW (INCLUDING BODILY INJURY, DISABILITY, CONTRACTION OF OR COMPLICATIONS RELATING TO THE COVID-19 VIRUS, COMMONLY KNOWN AS "THE CORONAVIRUS" ("COVID-19"), DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY RELATING IN ANY WAY TO THE PROPERTY), WHICH THE PARTICIPANT OR HIS/HER CHILD OR WARD, FAMILY, ESTATE, HEIRS, REPRESENTATIVES, EXECUTORS, INSURERS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, "RELATED PARTIES") MAY HAVE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ASSERTED OR NOT ASSERTED, ARISING OUT OF PARTICIPANT'S PRESENCE ON THE PROPERTY OR PARTICIPATION IN THE ACTIVITIES (COLLECTIVELY "CLAIMS"). **THIS RELEASE AND WAIVER EXPRESSLY INCLUDES A RELEASE OF CLAIMS OR POTENTIAL CLAIMS THAT HAVE ARISEN OR MAY ARISE IN THE FUTURE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE EFFECT OF THIS RELEASE AND WAIVER IS TO WAIVE ALL CLAIMS AGAINST AND RELEASE THE RELEASED PARTIES FOR THE RELEASED PARTIES' OWN PAST AND FUTURE NEGLIGENCE, AND FOR STRICT LIABILITY.**

2. **Assumption of Risks.** The Participant understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Participant and the Related Parties. The Participant further understands, acknowledges, and accepts that participation in the Activities on the Property involves certain inherent risks, dangers, and hazards, including, but not limited to, swimming or any other Activities; adverse or changing weather conditions; and the presence of others who may be engaging in Activities on the Property, that may result in accidents, property loss or damage, bodily injury, disability, or death. These may result from Participant's own actions or inactions, as well as the actions or inactions of others and the condition of the facilities, vehicles, and equipment. Further, there may be other risks not known to Participant and not reasonably foreseeable at this time. Participant is voluntarily participating in the Activities with full knowledge of the risks involved and accepts all risks of participation. The Participant acknowledges participation does not constitute a condition or requirement for any relationship or employment with Owner. The Participant further acknowledges that other participants may be participating in the Activities on the Property. The Participant declares that the Participant is physically fit and has the requisite skill level to participate in the Activities. The Participant understands, acknowledges and accepts that he or she must provide his or her own medical insurance for the Participant. Released Persons will not provide any such insurance for the Participant's benefit. The Participant acknowledges the contagious nature of the COVID-19 virus and the serious health hazards it may cause and voluntarily assumes the risk that the Participant may be exposed to and infected by COVID-19 while at the Pool, which may result in personal injury, illness, permanent disability, and death. The Participant acknowledges that exposure to and infection by COVID-19 may result from the actions, omissions, negligence, or gross negligence of Owner, and their respective employees, staff, agents, and representatives, other Pool patrons, or other persons at the Pool, or may result from the condition of the Pool. **PARTICIPANT FULLY ASSUMES THE RISKS RELATED TO ACTIVITIES ON THE PROPERTY, INCLUDING THOSE RELATED TO COVID-19.**

3. **Indemnity Including Express Indemnity for Negligence of Released Parties.** Participant agrees to defend, indemnify and hold the Released Parties harmless from all Claims. These indemnity obligations apply whether the matter is for personal injuries or death, damage to property, economic loss, or some other requested relief, and even to the extent that any such damage or injury may be caused, proximately or remotely, in whole or in part, by an act or omission of the Released Parties. **THIS INDEMNITY OBLIGATION EXPRESSLY INCLUDES ANY CLAIMS OR POTENTIAL CLAIMS THAT MAY HAVE ARISEN OR MAY ARISE IN THE FUTURE, IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES. FURTHERMORE, THIS INDEMNITY OBLIGATION INCLUDES "CLAIMS" OR ALLEGATIONS AGAINST THE RELEASED PARTIES FOR PAST OR FUTURE STRICT LIABILITY, INCLUDING**

WITHOUT LIMITATION, STRICT PRODUCTS LIABILITY. FINALLY, THE INDEMNITY OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE DEATH OF PARTICIPANT AND BECOME AN OBLIGATION OF HIS OR HER ESTATE.

The Participant understands, acknowledges, and accepts that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Texas and agrees that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect. The Participant further agrees that any legal proceedings related to this Release and Waiver shall take place in Williamson County, Texas. In addition to the foregoing terms, Participant agrees to abide by any rules or requirements applicable to the Activities and/or the Property that may be adopted by Owner from time-to-time.

Date: ____ / ____ / ____

Participant Name: _____

Age: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____

IF PARTICIPANT IS UNDER 18 YEARS OLD, THIS FORM MUST BE READ AND SIGNED BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN:

I represent and warrant that I am the parent or legal guardian of the above-named Participant, and I agree that the Participant may take part in the Activities. **I ALSO, FOR MYSELF AND ON BEHALF OF MY HEIRS, ESTATE, INSURERS, SUCCESSORS, AND ASSIGNS, HEREBY SPECIFICALLY AGREE TO THE RELEASES, ASSUMPTION OF RISKS, LICENSING, INDEMNITY, AND OTHER TERMS AS PROVIDED ABOVE ARISING FROM OR IN CONNECTION WITH PARTICIPATION BY MY CHILD OR WARD IN ACTIVITIES ON THE PROPERTY.**

I further acknowledge and agree that the right for the Participant to visit the Property or participate in the Activities is good and valuable consideration in exchange for this Release and Waiver.

Date: ____ / ____ / ____

Parent/Guardian's Signature

Parent/Guardian's Printed Name