

SOARING KIDZ, INC.

Consent, Release, Waiver and Indemnification Form

I, _____, as the parent or guardian of the minor child _____ (“Participant”), for myself, my heirs and personal representatives, and for the heirs and personal representatives of the Participant, hereby assume for myself and for the Participant, all liabilities, risks, injuries and hazards incidental to and inherent in the participation in the Soaring Kidz, Inc. program(s) and the use of the host facility (the “Facility”) at all times that the Participant participates in any activities with Soaring Kidz, Inc., whether or not at the Facility.

I represent that I am the natural parent or legal guardian of the Participant and have full and lawful authority to execute this Consent, Release, Waiver and Indemnification on behalf of the Participant, binding myself and the Participant and the Participant’s heirs and personal representatives to the undertakings herein set forth. I acknowledge the fact that that SOARING KIDZ activities, including, but not limited to, sports and recreation activity, such as swimming, canoeing, flag football, fishing, and gymnastics, involve movement and physical activity, and that injury or mishap are possible and that I have assumed for myself and for the Participant the risks and dangers inherent in participating in those activities and acknowledge that those dangers and risks are characteristic of, intrinsic to and an integral part of the Soaring Kidz programs. I acknowledge and accept responsibility for myself and the Participant to comply with all rules and regulations regarding participation in the Soaring Kidz programs and the use of the Facility and acknowledge having seen, read and understood those rules and regulations as they existed on the date of the execution of this instrument. I accept the responsibility for informing myself of any changes to those rules and regulations from time to time. I acknowledge that participation in the Soaring Kidz programs and the use of the Facility does involve physical contact or other conditions where injuries to the Participant or others may occur.

I do hereby waive, release and agree to hold harmless Soaring Kidz, Inc., the Facility and their officers, agents, employees, contractors, insurers, volunteers and others sponsoring activities at the Facility for and from any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind, expressly including serious personal injury or death, arising out of a loss or an injury, including losses or injuries arising from the acts, omissions, negligence or gross negligence of Soaring Kidz, Inc, the Facility, their agents, employees, contractors, insurers, volunteers or sponsors of activities arising from the child’s physical presence at or participation in Soaring Kidz activities, whether or not at the Facility. I assume all risk of injury, liability, and loss arising from the Participant’s participation in the Soaring Kidz programs or presence at the Facility. I acknowledge that Soaring Kidz, Inc. and the Facility will not assume any costs relating to any injury while the child is participating in the Soaring Kidz programs or at the Facility. I hereby consent to the Participant being physically present at and/or participating in all physical activities in the Soaring Kidz programs or at the Facility. This Consent shall be a continuing consent unless and until I revoke such

Consent by a written document addressed to the _____ of Soaring Kidz, Inc. No oral revocation or other form of revocation shall be sufficient to withdraw this Consent.

This Consent, Release, Waiver and Indemnification is in consideration of Soaring Kidz, Inc. and the Facility permitting the Participant's participation in activities and use of the Facility and in further consideration of Soaring Kidz, Inc. not requiring self-funded liability insurance coverage as a condition precedent to the Participant's participation in any activities or use of the Facility. I freely and voluntarily assume for myself and for the Participant all risk of loss or injury arising from the Participant's participation in Soaring Kidz activities or use of the Facility, whether due to the child's negligence, or the negligence of others. I acknowledge that, absent this Consent, Release, Waiver and Indemnification, Soaring Kidz, the Facility and other sponsors of activities at the Facility would not have offered the child access to the Soaring Kidz activities or to the Facility because of unacceptable exposure to liability claims.

Releasor expressly agrees that this Consent, Release, Waiver and Indemnification is intended to be as broad and inclusive as permitted by the laws of Texas and that if any portion of this Release is held invalid, it is agreed upon that the remainder of this Release shall notwithstanding continue in full legal force and effect.

I have read and understood this document and have signed it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I and the Participant might otherwise be entitled if the Participant is hurt or suffers loss in the Soaring Kidz programs or at the Facility or in the event that the Participant causes injury or harm to other persons. I represent and warrant that I have full legal authority to execute this form for the purposes expressed herein as legal or natural guardian of the Participant.

- YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.**
- YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.**
- YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT**

SIGNED THIS _____ DAY OF _____, 20_____.

Parent/Guardian: _____

Witness: _____

PARENT OR GUARDIAN

Name (User) : _____

Participant Name: _____

Address: _____

Street City: _____

State Zip: _____

Home Phone # Emergency # /Contact: _____

