

MINOR’S BURNING FLIPSIDE 2019 EVENT RELEASE AND WAIVER OF LIABILITY

"IN CONSIDERATION of the undersigned minor being permitted to enter this event or for any purpose participate in any way in the event including any activities taking place before, during, or after the official event, **I CERTIFY THAT I AM THE PARENT OR GUARDIAN OF THE UNDERSIGNED MINOR PARTICIPANT, AND I:**

"1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the lessees of premises used to conduct the event and each of them, including but not limited to Austin Artistic Reconstruction, LLC (AAR), their officers, agents, representatives, heirs, successors, assigns, workers, and volunteers, all for the purposes herein referred to as "releasees", from all liability to the Undersigned Minor Participant and their heirs or assigns for any and all loss or damage, and any claims or demands therefor on account of injury to the person or property or resulting in death of the undersigned minor, whether caused by the negligence of the releasees or otherwise while the undersigned is on or upon the event premises or for any purpose participating in the event or any event related activities;

"2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost that they may incur due to the presence of the undersigned minor in or upon the event area or for any purpose participating in the event or event related activities and whether caused by the negligence of the releasees or otherwise.

"3. HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF THE UNDERSIGNED MINOR’S BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the event area and/or for any purpose participating in the event or any event related activities.

"EACH UNDERSIGNED PARENT OR GUARDIAN expressly acknowledges and agrees that the activities of and related to the event may be very dangerous and involve the risk of serious injury and/or death and/or property damage. **EACH UNDERSIGNED PARENT OR GUARDIAN** further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

"THE UNDERSIGNED PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. **Any legal disputes, controversies, or claims involving AAR or the events it sponsors will be arbitrated in Travis County, Texas under the applicable rules of the American Arbitration Association.**

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT IN THIS EVENT. I VOLUNTARILY SIGNED MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS."

Minor Participant’s Printed Name Minor Participant’s Signature Date

Parent or Guardian’s Printed Name Parent’s or Guardian’s Signature Date