

WAIVER OF LIABILITY AND HARMLESS HOLD AGREEMENT

On behalf of my child named below (the “**Student**”), I hereby give permission for the Student to attend “Little Buds Nature Club” (the **LBNC**) owned and operated by Mrs. Samantha J. Brooks and Mr. Taje B. Brooks (the Brooks). I hereby acknowledge that I am familiar with the risks associated the the Students’s attending LBNC and participating in the activities conducted at the LBNC. I acknowledge that the Student’s attending the LBNC is wholly voluntary. I do hereby agree and consent to the Student’s attending the LBNC and participating in activities conducted at the LBNC, and do assume all risks and hazards which are conducted as part of the associated activities. I hereby release, absolve, indemnify and hold harmless the Brooks and its officers, directors, employees, contracted employees, independent contractors, instructors, agents, organizers, and volunteers (collectively, the **Brooks Parties**) of any and all liability for damage, injury, or expense of any kind arising out of or connected with the Student’s attending the LBNC and participating in activities conducted as part of the LBNC.I understand that in case of a medical emergency, my own personal medical plan will be used if available; if not, medical aid may be sought while I am being contacted. In the event of any illness or injury, I hereby consent to whatever examination, diagnosis, or treatment and the hospital care that a licensed dentist, physician, and/or surgeon as deemed necessary for the Student’s safety and welfare. I understand that the resulting expenses will be my responsibility and not the responsibility of the Brooks Parties. As a condition of the Student attending LBNC , I acknowledge that I have read this consent form, and knowingly, on behalf of the Student, assume all of the risks associated with the Student attending LBNC. As consideration for the Student being permitted to attend LBNC, I hereby agree that I, my signees, heirs, distributors, guardians, and legal representatives will not make claim against, sue or attach property of the Brooks Parties for personal injury, death, or property damage resulting from or incidental to the Student attending the LBNC howsoever caused. I herby release, quit and forever discharge, to the fullest extent permitted by law, the Brooks Parties from any and all actions, claims, demands, or liabilities that I, my signees, heirs, distributees, guardians and legal representatives now have or may hereafter have for personal injury, death or property damage resulting from the student attending the LBNC and from activities at the LBNC, irrespective of whether the same is based on breach of warranty, negligence, strict liability or any other theory or recovery, including the **NEGLIGENT ACTIONS OF ONE OR MORE OF THE BROOKS PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE ACTIONS, CLAIMS, DEMANDS OR LIABILITIES**. By signing this below, I acknowledge and represent to the Brooks as follows: (1) I have read this Waiver of Liability and Hold Harmless Agreement (this “**Agreement**”), understand it , and sign it voluntarily as my own free act and deed; (2) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made by the Brooks. (3) I am at least 18 years of age and fully competent; (4) I execute this release for full, adequate and complete consideration fully intending to be bound by the same. (5) I understand and agree that execution of this Agreement is required as contractual consideration to the Brooks for allowing the Student to attend the LBNC and participate in any and all associated activities, and that my agreeing to this release of liability is required in order for the student to attend the LBNC. If any part of this Agreement is held to be invalid, the remaining provisions shall remain in effect. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to the choice of law principles thereof. Student’s Legal Name: _____

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Name: _____

Date Executed: _____

