



GUEST CONSENT AND RELEASE FORM

Dates Arriving: **07/31/2023 to 08/3/2023**

Group/family: **FBC San Marcos Children Summer 2023**

Name _____

Email Address _____

Cell Phone: _____

Phone: _____

Signature: _____

Date: _____

Signature of Parent or Legal Guardian if under 18: _____

I will be attending Tejas Ministries, Inc. {hereinafter referred to as "Tejas", and as further defined below} on the dates listed above. At all times when I am at Tejas I acknowledge that I will be under the direct supervision of group listed above {herein known as the "Sponsoring Organization"}.

I, for myself and/or the minor I am responsible for, our heirs, personal representatives and assigns, do hereby release, waive, indemnify, and discharge Tejas, its owners, directors, partners, officers, agents, representatives and employees, from LIABILITY from ANY and ALL claims resulting in personal injury, accidents, or illnesses (including COVID-19), including death, and property loss arising from, but not limited to, Tejas' negligence, my actions, and/or the actions taken by my Sponsoring Organization while I am at Tejas, and I further hereby covenant not to sue Tejas or its owners, directors, partners, officers, agents, representatives and employees for any such claim.

I, for myself and/or the minor I am responsible for, agree to indemnify and HOLD HARMLESS Tejas and its owners, directors, partners, officers, agents, representatives and employees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought by me or any other person or entity as a result of Tejas' negligence, my actions, and/or the actions taken by my Sponsoring Organization while I am at Tejas, and I agree to reimburse Tejas and its owners, directors, partners, officers, agents, representatives and employees, as applicable, for any such expenses incurred.

I authorize Tejas to make arrangements for, or give any medical attention to me as Tejas deems necessary under the circumstances, at the sole discretion of Tejas. I also give permission to any medical care providers summoned by Tejas, including every doctor or other medical professional, to hospitalize me and/or secure such other medical treatment as Tejas and the medical professional deem appropriate. I further understand that emergency medical treatment may be difficult to obtain, and in some instances appropriate treatment may be delayed because Tejas is located in a country setting miles away from an incorporated town and/or hospital. I release, waive, indemnify and hold harmless Tejas from any harm that is occasioned me due to any delay in treatment of a medical condition.

I understand, and agree to assume all risks which I may encounter while at Tejas, including activities preliminary to my visit, while I am at Tejas and subsequent thereto. I understand and assume all risks for activities I engage in while I am a guest at Tejas, recognizing and acknowledging that many of these activities that I undertake at Tejas are inherently dangerous such as riding a zip line, swimming in a lake, swimming in a pool, hiking, Onewheels, bazooka ball, ropes course, and other such related activities. I release, waive, indemnify and hold harmless Tejas, their officers, directors, agents, employees, affiliates, volunteers and representatives {sometimes either defined and/or referred to herein collectively as "Tejas" or "Indemnified Parties"} from and against all liability, damages, causes of action, claims, losses and/or expenses, including but not limited to attorney's fees, court costs and expenses, medical costs, and like expenses, which may be related to any injury or death to me, or any person related to me. I also release, indemnify and hold harmless Tejas, and the Indemnified Parties from any loss or damage to property, including loss of use thereof, caused in whole or in part by Tejas or the Sponsoring Organization, whether such loss was caused in whole or in part by negligence of the Indemnified Parties, or any one or more of them. This release, however, will not apply in the event of willful misconduct.

I further give my permission and consent to Tejas to use any photograph, or video taken of me while at Tejas for any purpose. I also give my permission to Tejas to use any interview of me, which is reduced to writing, or kept in an audio recording, using whatever platform. Such photographs, videos and/or audio recordings may be published by Tejas for the purpose of illustrating Tejas, reporting on Tejas activities, or for the purpose of promoting and advertising Tejas. My permission extends to Tejas to use photographs, videos or audio recordings of me however they see fit in every kind of media, including, but not limited to, print media, broadcast media, and on the internet, Facebook, Twitter and any other website based platform that is used by Tejas to report on Tejas to the general public, and/or for internal purposes - including training. I assign full copyright authority to Tejas for photographs, videos or audio recordings of me and claim no interest in the reproduction of these media resources either wholly or in part. I agree that photographs, videos and/or audio recordings can be used separately, or together, whole or in part, in any medium at the sole discretion of Tejas.

Should any dispute arise from this agreement, I agree to first seek to mediate such dispute in good faith with a qualified mediator acceptable to Tejas and me. Should we not be able to agree on a mediator, I agree that the Senior District Judge in Lee County, Texas will appoint a mediator to mediate the dispute. I also agree that venue for any dispute, or cause of action, arising by and between the parties, whether arising out of this agreement or otherwise, can only be brought in a court of competent jurisdiction in Lee County, Texas, exclusively, and exclusive of any provisions relating to conflict of laws.

I expressly agree that this release, waiver, indemnity and hold harmless agreement is intended to be broad and inclusive as permitted by the law of the State of Texas and that if any portion thereof is held invalid, I agree that the balance of this agreement shall, notwithstanding, continue in full force and legal effect. I also agree that in the event I take any legal action against Tejas, which is decided in favor of Tejas, I agree to be responsible for all legal fees, court costs and out of pocket expenses incurred by Tejas. This release, waiver, indemnity and hold harmless agreement is the entire agreement by and between the parties hereto and the terms of this release, waiver, indemnity and hold harmless agreement are contractual and not merely a recital.

I further state that I have carefully read the forgoing, I have been given full opportunity to consult with an attorney of my choosing, and having done so I sign this release, waiver, indemnity and hold harmless agreement as my own free act. I acknowledge that this is a legally binding document, which I have read, understood and accept to be fully bound by from and on the date of the signing of this agreement and thereafter.