**THE FILIPINO YOUNG PROFESSIONALS OF HOUSTON**

**LIABILITY RELEASE AND WAIVER AGREEMENT**

**(the “Agreement”)**

In consideration for permission to participate in and/or volunteer at “all the events” in which the Filipino Young Professionals of Houston (“**FYP**”) participates in or hosts in 2021 and/or all related events such as practices, performances, etc. (collectively, the “**Event**”), the person signing below hereby stipulates and agrees to the following:

**1. ASSUMPTION OF RISK**

I, the undersigned, represent that I am physically and mentally sound and capable to participate in and/or volunteer at FYP events, practices, performances, competitions and/or related events and activities (collectively, the “**Activities**”). I currently have no known mental or physical conditions and/or injuries that would impair my capability for participation as intended or expected of me in the Activities or, after showing any symptom(s) that might call into question the adequacy of my health to participate in the potential and/or likely extreme physical exertion involved in and related to the Activities).

I shall promptly notify FYP, in writing, of any changes in my physical or mental health that might call into question the appropriateness of me continuing to participate in the

Activities.

I shall solely assume the risk of my pre-existing and/or potential medical condition not being adequate to participate in the Activities. FYP assumes no risk in allowing me to participate in the Activities.

**I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in the Activities.**

**2. RELEASE FROM LIABILITY**

I, the undersigned, agree, for myself and my heirs, executors, administrators and assigns, to fully and forever discharge and release FYP and its Officers, Committee Chairpersons, Agents, Representatives, coaches, choreographers, members, Activities partners, and volunteers (collectively, the “**Releasees**”) from any and all liabilities, claims, demands, actions, and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses, actions, and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses, and any and all damage claims whatsoever, whether caused by their negligence or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death, or property damage to myself or to any other person or property, in any way connected with my preparation or practice for, or participation in, the Activities.

I, the undersigned, agree that this Agreement shall include my participation in any and all activities sponsored, organized, promoted, and/or hosted by or participated in by the Releasees including, but not limited to, any and all practice session(s), instructional session(s), activities directed by a coach(es) or a team representatives), and/or promotional activities, if any.

**3. COVENANT NOT TO SUE**

I, the undersigned, agree, for myself and my heirs, executors, administrators, assigns, attorneys, agents, and/or representatives not to sue any or all Releasees, not to initiate, or assist the prosecution of any claim for damages or cause of action which I or my heirs, executors, administrators, assigns, attorneys, agents, and/or representatives may have by reason of personal injury and/or death caused by my participation in or any destruction to my real or personal property arising or resulting from the Activities. This includes but is not limited to, any loss, damage, or injury I sustain from or inflict on other participants or non-participants even though that liability may arise out of negligence or carelessness on the part of the persons, groups or entities named and not named in this Agreement.

**4. INDEMINITY AGREEMENT**

I, the undersigned, agree, on behalf of myself and my heirs, executors, administrators, assigns, attorneys, agents, and/or representatives, to indemnify and hold harmless the Releasees from any loss, claims, actions, causes of action, and/or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred and costs of court by myself or by the Releasees from Activities contemplated by this Agreement.

**5. CONTINUATION OF OBLIGATIONS, VENUE, MEDIATION, AND OTHER**

I, the undersigned, agree, for myself and my heirs, executors, administrators and assigns, that the above provisions, including **ASSUMPTION OF RISK, RELEASE FROM LIABILITIY, COVENANT NOT TO SUE, and INDEMNITY AGREEMENT** shall continue in full force and effect now and at all future times when I am involved in the Activities.

In the event of any dispute or controversy arising with respect to this Agreement, its interpretation, application and/or extinction, said dispute or controversy will be resolved solely in Houston, Harris County, Texas, and I further agree that the substantive law of Texas shall apply in that dispute or controversy without regard to the conflict of law rules to Texas. I expressly agree that, in the event of any dispute or controversy arising with respect to this Agreement, a resolution will first be attempted by way of mediation. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**6. FYP MEDIA RELEASE**

FYP and Releasees may, from time to time, capture photographs and videos of its participants, including myself, at the Activities and related events. I expressly grant FYP and Releasees permission to use and distribute for limited use said photographs and videos at their discretion without obtaining any further permission from me beyond this Agreement. I expressly deny any ownership rights to any and all said photographs and videos. Moreover, I hereby grant FYP the unrestricted right and permission to copyright, use, distribute, distribute for limited use to non-FYP persons and organizations, re-use, publish, and republish photographic portraits, pictures, videos, or audio recordings of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever, as well as any publication thereof. This includes but is not limited to images (photographs or videotape or digital images or any likeness) or sounds and audio recordings (including my voice) of me and/or quoted remarks of me in any public media, including radio, television, internet or print, or in any printed or electronic publications, websites or other electronic communications. I understand that the intended use of such images and information is for display and promotion on the FYP website or in any other related media. I hereby waive the right to or interest in the images or the confidentiality of the information disclosed, as contemplated in this release. I further agree that my name and identity may be revealed in descriptive text or commentary in connection with said images.

Furthermore, I hereby **RELEASE AND FOREVER DISCHARGE** FYP and Releasees from any and all claims, liability, actions, suits, demands, costs, expenses or indebtedness arising out of, related to, or in any way connected with the use of images or disclosure of the information and materials described in this section, and I hereby **WAIVE ALL RIGHTS AND INTEREST** in and to such information and materials.

**7. PERMISSION TO OBTAIN MEDICAL ASSISTANCE**

I give permission to FYP and Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, FYP and Releasees have my express permission to secure, at my sole expense, such medical treatment as is deemed necessary in the sole discretion of FYP and Releasees.

**Participant Name:**

**I HEREBY RELEASE, DISCHARGE, AGREE TO HOLD HARMLESS FYP AND RELEASEES INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSSES, SLANDER/DEFAMATION, AND/OR INVASION OF PRIVACY whether known or unknown, foreseeable, unforeseeable, patent or latent, which I have against another party or parties herein released. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I have waived my right to maintain a claim and/or lawsuit against the FYP and Releasees on the basis of any of the aforementioned matters.**

**I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME AT MY ELECTION AND EXPENSE.**

**FOR PARTICIPANTS UNDER THE AGE OF 18**, AS UNDERSIGNED PARENT OR GUARDIAN and in consideration of my child or ward who is participating (or my participation) in this event, I agree to assume the risks incidental to such participation AND **BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I have waived my right to maintain a claim and/or lawsuit against the Releasees on the basis of any of the aforementioned matters.**

**Signature of Participant Printed Name of Participant Date**

**If Participant is under the age of 18, Name of Participant**

**Signature of Guardian/Parent Printed Name of Guardian/Parent Date**

**Phone:** ( )

**E-Mail:**

**Address:**

**City:**

**State:**

**Zip:**

**Emergency Contact Name:** \_

**Emergency Contact Phone:** ( )