

RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Description of Activity: Catholic Tyler Mission Week 2024

Date(s) and Time(s): June 3-7, 2024

Location/Facility: St. Mary Magdalene Catholic Church (18221 FM 2493, Flint, TX 75762)

Event: Catholic Tyler Mission Week 2024

In consideration for being allowed to participate in this Activity, **I release from liability and waive my right to sue** the Diocese of Tyler, its parishes, or other affiliated entity(ies) sponsoring the above-named Activity, and all of their respective employees, officers, volunteers, and agents (collectively "Diocese of Tyler") from any and all claims, including the Diocese of Tyler's negligence, resulting in any physical injury, illness (including death) or economic loss that I may suffer because of my participation in this Activity, including any travel to, from, and during the Activity.

I am voluntarily participating in this Activity. I understand that there are risks, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability or even death, which may occur from my participation in this Activity. These injuries or outcomes may arise from my own or other's actions, inactions, negligence, or from the condition of the Activity location(s) or facility(ies). **Nonetheless, I assume all related risks, whether known or unknown to me, of my participation in this Activity, including travel to and from the Activity.**

I agree to **hold** the Diocese of Tyler **harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney's fees**, as a result of my participation in this Activity, including travel to and from the Activity. If the Diocese of Tyler incurs any of these types of expenses, I agree to reimburse the Diocese of Tyler.

If I need medical treatment, the Diocese of Tyler is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment. I agree that I will not hold the Diocese of Tyler responsible for any claims resulting from any medical treatment. I am aware that the Diocese of Tyler does not provide health insurance for me and I should carry my own health insurance.

I am 18 years or older. I have read this document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) releasing the Diocese of Tyler from all liability, (b) waiver of my right to sue the Diocese of Tyler, (c) and assumption of all risks of participating in this Activity, including travel to and from the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of Texas. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

If Participant is over 18 years of age:

Participant Name: _____

Date: _____

Signature: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) release of the Diocese of Tyler from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's participation in this Activity, including travel to and from the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Minor Participant's Name: _____

Parent/Guardian Name: _____

Date: _____

Signature: _____