

CITY OF MCALLEN PARKS & RECREATION
Quinta Mazatlan World Birding Center

Permission/Liability Waiver for Low Ropes Course

This form is a waiver and release of liability contract between City of McAllen Parks & Recreation and Low Ropes Course participants at Quinta Mazatlan in McAllen.

This form must be read fully and signed by the participant, or the parent or legal guardian if the participant is under age 18, in order for the participant to take part in the activity listed

Participant Name _____

Birthdate: _____ Age: _____

Address: _____ City: _____ State: _____
ZIP: _____

Parent/Guardian Name: _____

Parent/Guardian Phone: _____

Parent/Guardian E-mail Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Participation Date(s): _____ Year: _____

Please list any allergies the participant has (food, nature, medications, etc.): _____

Any restrictions participant may have that we should be aware of as he/she takes part in this activity: _____

Any medications the participant will have with him/her: _____

Activity: The Low Ropes Course is a series of team oriented, cooperative games and low rope elements which enable participants to develop trust and support in a group setting. The low ropes elements can be physically challenging and are designed to encourage cooperation while promoting self-discovery in a fun and safe environment.

Clothing: Participants should be wearing the following appropriate clothing:

- Long pants (pants NOT to extend below the shoes)
- Closed shoes, boots or tennis shoes (NO sandals)
- Bring bug spray and/or sunscreen as weather dictates
- DO NOT wear jewelry or watches

Permission, Waiver and Release of Liability

Please read carefully! This is a legal document that affects your legal rights.

The undersigned participant ("Participant"), _____ desires to participate in the Low Ropes Course at Quinta Mazatlan in McAllen. Participant and, if Participant is a child minor, parent or guardian understand that activities may include but are not limited to the Low Ropes Course, being transported to and from event sites locations, consuming food, and other participatory related activities.

In consideration for "Participant" being permitted to enter, observe, use or participate in the premises, facilities, equipment, and affiliated programs and activities, without respect to location, of Quinta Mazatlan and Low Ropes Course at Quinta Mazatlan in McAllen, for any purpose, the Undersigned agree to the following:

1. The Undersigned, for themselves, and their personal representatives, assigns, heirs, spouses, minor children, and next of kin (collectively the "Undersigned"), warrant that it has inspected, considered, or immediately upon entering will inspect or consider Quinta Mazatlan and the Low Ropes Course at Quinta Mazatlan in McAllen facilities, and it accepts all facilities and equipment as being safe and reasonably suited for its entry, observation, use or participation.

2. WAIVER AND RELEASE: THE UNDERSIGNED HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS QUINTA MAZATLAN AND THE CITY OF MCALLEN, ITS MAYOR, COMMISSIONERS, ATTORNEYS, AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (HEREINAFTER COLLECTIVELY "QM") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM THE UNDERSIGNED'S PARTICIPATION WITH QM.

THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES QM FROM ANY LIABILITY OR CLAIM THAT THE UNDERSIGNED MAY HAVE AGAINST QM WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM ITS PARTICIPATION WITH ANY QM EVENTS, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF QM, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. THE

UNDERSIGNED ALSO UNDERSTAND THAT QM DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS OR PROPERTY DAMAGE.

3. Insurance: QM expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for QM participants. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

4. Medical Treatment: Except as otherwise agreed to by QM in writing, the Undersigned hereby release and forever discharge QM from any claim whatsoever that arises or may hereafter arise in account for any first-aid treatment or other medical services rendered during its time with QM.

5. Assumption of the Risk: The Undersigned understand that its time with QM may include activities that may be hazardous to me, including, but not limited to, activities that are two (2) to ten (10) feet above the ground. So, the Undersigned recognize and understand that its time with QM may involve inherent risks, including but not limited to falling and being injured. The Undersigned hereby expressly and specifically assume the risk of injury or harm in these activities and release QM from all liability for injury, illness, death, or property damage resulting from the activities of its time with QM.

6. Photographic Release: The Undersigned grant and convey unto QM all right, title, and interest in any and all photographic images and video or audio recordings made by QM during its participation with QM, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. Compliance with Safety Procedures Required: The Undersigned expressly agree to comply with all safety instructions and policies during its time with QM. The Undersigned understand that participation with QM may be terminated if it does not follow safety instructions and policies.

8. Other: The Undersigned expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. The Undersigned agree that in the event that any clause or provision of the Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

I/WE, THE UNDERSIGNED, STATE THAT I/WE HAVE CAREFULLY READ THE FOREGOING RELEASE AND UNDERSTAND THE CONTENTS THEREOF, AND I/WE SIGN THE SAME AS MY/OUR OWN FREE ACT.

Signature of Participant

Date

Signature of parent/guardian (if participant is under age 18)

Date

If you have any questions, please contact Quinta Mazatlan in McAllen at (956) 681-3370.