

## RELEASE AND WAIVER OF LIABILITY

By signing below, I hereby agree as follows in consideration of being allowed to participate in the activities, programs, and events sponsored by the Newcomer Friends of Greater Plano, Inc., a Texas nonprofit corporation ("NFGP"):

1. **Release; Indemnity.** I hereby release, forever discharge, and agree to indemnify and hold harmless NFGP and its officers, directors, employees, volunteers, insurers, agents, successors and assigns from any and all liability, claims, demands, damages, and costs, including, without limitation, attorney fees, of whatever kind and nature, either in law or in equity, which arise from my participation in the activities, programs, and events of NFGP, including, without limitation, any such liability, claims, and demands arising from the sole negligence of NFGP. I understand and acknowledge that this Waiver discharges NFGP from any liability or claim that I may have against NFGP with respect to bodily injury, personal injury, illness, death or property damage that may result from my participation in the activities, programs, and events of NFGP.
2. **Assumption of Risk.** I understand that participation in these activities may be hazardous to me. I hereby expressly and specifically assume the risk of injury or harm in these activities for myself and release NFGP from all liability or injury, illness, death, or property damage resulting from participation in the activities, programs and events of NFGP. I recognize my responsibility to ensure that I participate only in those activities for which I have the required skills, qualifications, training and physical conditioning.
3. **NFGP Rules.** I agree to uphold and comply with the rules, directives, and policies established by NFGP or its representatives for any program or activity in which I may participate.
4. **Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable.

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(Signature)

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(Date)

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(Printed Name)

Effective July 1, 2017