

Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") dated this _____
BETWEEN: _____ of _____

(the "Participant"), OF THE FIRST PART

AND: Conroe Community Cemetery Restoration Project of 1200 Foster Dr., Conroe, Texas 77301

(the "Activity Provider"), OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor understands that the Releasor would not be permitted to participate in the activity described below unless the Releasor signed this Agreement.

Details of Activity

3. The Participant will participate in the following activity: Clearing of the Conroe Community Cemetery, Conroe, Texas

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Photographic Release

6. The participant approves the use by the Activity Provider, its directors, officers, employees, representatives, agents, successors, heirs, and assigns and other sponsoring organizations of any photographs of me or members of my family taken by Activity Provider or Activity Provider sponsor photographers during scheduled Activity Provider activities for use in publications or publicity and promotional projects as deemed appropriate.

Full and Final Settlement

7. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
8. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
9. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
10. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

11. This Agreement will be construed in accordance with and governed by the laws of the State of Texas.

Emergency Contact

12. Participant
Emergency contact name: _____
Emergency contact phone number: _____

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand and seal on this

Conroe Community Cemetery Restoration Project

Per: John Meredith, Treasurer

(Participant)