



Youth Programs and Activities Registration Form

Participant Information

Child Name: _____
Parent (Legal Guardian) Name: _____
Street Address: _____ City, State: _____ Zip: _____
Home Phone Number: _____ Parent (Legal Guardian) Cell: _____
Emergency Name: _____ Emergency Number: _____
Parent (Legal Guardian) Email Address: _____ Child's School: _____
Member #: _____

AGREEMENT WITH RELEASE AND WAIVER OF CLAIMS

Houstonian Campus, LLC, a Texas limited liability company also known as The Houstonian Hotel, Club and Spa (“The Houstonian Club”), is offering various youth activities, exercise programs, events and special events as part of the youth programs offered by The Houstonian Club which may include but are not limited to physical and mental activities, exercises, use of exercise equipment and lifting of weights, events, competitions, tennis, swimming, diving and other water activities as well as special events which may include but are not limited to rides, climbing walls, inflatable bouncers or moonwalks, interaction with animals, carnival booths and activities involving snow and ice, all on the premises of The Houstonian Club campus (collectively referred to herein as the “Youth Programs”).

I, the undersigned parent or legal guardian of _____, a minor child (“my Child”), have enrolled my Child in the Youth Programs understanding the nature of the physical demands of and risks related to such activities. I understand that the physical demands of such activities, as well as the activities themselves, may result in injury to my Child, and that such injury may be severe. I acknowledge that my Child is qualified to participate in the Youth Programs, is in good physical condition and I have made The Houstonian Club aware of any and all medical and physical conditions that might affect my Child’s participation in the Youth Programs. I understand that reasonable safety procedures and precautions are employed by The Houstonian Club but that unforeseen circumstances or accidental events may occur, for which the Released Parties (defined below) cannot be held responsible. I hereby assume all ordinary risks on behalf of my Child normally incidental to the nature of the activities and the Youth Programs, including those risks which are not foreseeable. I have been given an opportunity to ask questions about the risks of the activities of the Youth Programs and have them answered. I have been given the opportunity to discuss my concerns regarding my Child’s participation in the Youth Programs. I acknowledge that the Released Parties are relying on this Agreement with Release and Waiver of Claims (the “Agreement”) in agreeing to allow my Child to participate in the Youth Programs, and but for this Agreement The Houstonian Club would not have permitted my Child’s participation.

I understand and acknowledge that I am responsible for monitoring the strenuousness of the physical activities and exercise required under the Youth Programs and in determining the extent of my Child’s participation for the duration of the Youth Programs. The Houstonian Club has recommended that my Child undergo a physical and be examined by a licensed physician before engaging in the Youth Programs. I have provided a copy of my Child’s physical assessment or

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have voluntarily declined to have a physical examination of my Child. I understand The Houstonian Club expressly denies any liability or assumption of risk resulting from my failure to submit my Child to a physical assessment or as a result of my determination of my Child's physical, mental or emotional capabilities to participate in the Youth Programs.

I understand and acknowledge The Houstonian Club makes no representation, warranty or inducement, either expressed or implied, to me or to my Child with regard to the fitness or suitability for the purpose for which my Child is to use or the conditions of The Houstonian Club campus facilities, equipment, machinery, weights, bodies of water, rides, booths, animals and/or other improvements located on The Houstonian Club campus or the expertise, qualifications, education, experience or capabilities of the Youth Programs instructors, trainers or volunteers.

I understand and acknowledge that at times during the Youth Programs or while my Child is on the campus of The Houstonian Club, a photographer or videographer may be present and taking photographs, videos or running digital or motion film for the purpose of capturing members (and their children) participating in events or in the case of my Child, Youth Programs, at The Houstonian Club. I hereby and on behalf of my Child do give, grant and convey to The Houstonian Club unrestricted permission to use and reproduce my Child's likeness, identity, voice, photographic image, video image, portraits or pictures of my Child, and the negatives, transparencies, prints, audio recordings or digital information pertaining to each of the above, in still, single, multiple, moving, video or audio format, or in which my Child may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise, made through any media in or at The Houstonian Club, a sponsored event of The Houstonian Club, a photographer's studio or elsewhere for the purposes of reproducing, distributing, displaying publicly and/or modifying the photographic image, whether in print or electronically, by any means for art, promotional materials, sales material, point of sale material, brochures, magazines, newspapers, printed publications, newsletters, film, video, reports, flyers, posters, promotional banners, fund-raising, or other digital or internet-related uses, including but not limited to, in film broadcast, web pages, web-based publications and other outlets of social media such as The Houstonian Club YouTube account, The Houstonian Club Facebook webpage, and the like, and for any other lawful purpose, on a royalty-free, non-exclusive and world-wide basis.

In consideration of The Houstonian Club coordinating and offering the activities, special events and services under the Youth Programs and the provisions of The Houstonian Club facilities, staff and equipment, I, on behalf of myself and my Child, and each of my and my Child's heirs, legal representatives and assigns, hereby fully and forever discharge, release, agree to defend, indemnify and hold harmless (a) Houstonian Campus, LLC, The Houstonian Club, its owners, members, managers, partners, operators, officers, owners, directors, investors, employees, volunteers, coaches, affiliates and subsidiaries; and (b) all of their respective employees, officers, directors, shareholders, owners, members, managers, partners, agents, attorneys, insurance providers, consultants and contractors, and for each of the parties in (a) and (b) above, their respective heirs, successors and assigns (collectively, the "Released Parties"), from any and all liabilities, injuries, rights of action, causes of action, losses, claims, demands, loss of compensation, costs and expenses (including attorneys' fees, court costs, costs of investigation and expert fees) for damage, personal injury or death of persons (collectively, "Claims"), whether the same be known, anticipated or unanticipated, that may occur as a direct or indirect result or arising out of, regarding or relating to the activities, events, special events and services under the Youth Programs, the use of The Houstonian Club facilities and equipment, instruction by The Houstonian Club staff or as a direct or indirect result of my Child's participation in the Youth Programs, the taking and authorized use of photographs, video images or sound recordings of my Child, or from any negligence on the part of the Released Parties, including, without limitation, Claims resulting in whole or in part from the negligent acts or omissions of the Released Parties and further including any Claims resulting from damage to property or physical injury to my Child as a result of his/her participation in the Youth Programs.

The provisions of any state, federal or local law providing that a release shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at that time, to the person executing such release, are hereby expressly waived.

I agree and acknowledge that my Child and I have been provided with a copy of the Safety Rules and Guidelines of the Youth Programs, that my Child and I will immediately read and review those Safety Rules and Guidelines and that I have obtained or will obtain my Child's agreement to strictly abide by the Safety Rules and Guidelines. I also understand

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and acknowledge that failure of my Child to conduct himself or herself in a safe and proper manner, failure to abide by all Safety Rules and Guidelines and instructions by the Youth Programs personnel, failure to wear the proper safety equipment as instructed or failure to honor this Agreement with Release and Waiver of Claims may result in immediate suspension or expulsion of my Child from participation in the Youth Programs.

This Agreement constitutes the entire agreement between The Houstonian Club and the undersigned regarding the subjects covered hereby. All previous agreements, oral or written with regard to the subject matter hereof, are superseded; and there exists no further oral or written representations, promises, assurances or statements of any kind affecting this Agreement except those which are expressly set forth in this document or referenced herein.

I represent by my signature below that I am the parent and natural or legal guardian of _____ (minor's name), and I have full legal capacity and authority under the law to consent to contract and to act for and on behalf of my Child. I hereby bind myself, my Child, our heirs and all other assigns to the terms of this Agreement. I agreed to defend, indemnify and hold harmless the Released Parties for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of my Child in the execution of this Agreement. I fully consent to my Child's participation in the Youth Programs.

BY MY SIGNATURE BELOW, I HEREBY AFFIRM THAT I HAVE READ, AGREED TO AND FULLY UNDERSTAND THIS AGREEMENT AND HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF MY OWN FREE WILL ON BEHALF OF MY CHILD.

Signed this _____ day of _____, 20__.

Parent or Legal Guardian on Behalf of

_____, a **Minor Child:**

Signature of Parent or Legal Guardian

Printed Name of Parent: _____

<p><u>For Club Use Only:</u> Member Name: _____ Member Number: _____ Minor Name: _____ Minor Release (Date Obtained): _____ Safety Rules (Date Issued): _____ Safety Rules Reviewed with Minor (Date): _____ Club Personnel Printed Name: _____ Club Personnel Signature: _____ Club Personnel Date: _____</p>
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