



Texas Renaissance Festival Event Release

This Release, Indemnity and Hold Harmless Agreement (“Agreement”) is executed and made effective as of the _____ day of _____, 2021 (“Effective Date”) between _____ (Releasor) in favor of and for the benefit of The Texas Renaissance Festival, LLC. (Releasee) and all of its officers, directors, employees, affiliates and volunteers and all other persons or entities acting for them (collectively, Releasees). **IN CONSIDERATION OF** the right to participate in the _____ (“Activity”) operated by Releasees and for other good, valuable, and legal consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Assumption of Risk.** Releasor acknowledges the Activity may expose Releasor to certain risks and that injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is voluntarily participating in the Activity with knowledge of the risks, hazards, and other dangers involved. Releasor hereby accepts all risks of injury (including death) to Releasor arising out of or in any way connected with the Activity.
2. **Release.** Releasor hereby waives releases and forever discharges all claims for damages for personal injury, death, or property damage which Releasor and/or Releasor’s children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue because of participation in the activity.
3. **Indemnification.** Releasor, to the fullest extent permitted by law, shall indemnify, hold harmless, protect, and defend Releasees from and against all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of, or resulting from negligence or misconduct of Releasor in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasees from all costs, expenses, or liability including but not limited to the cost of any settlement or judgement made or rendered against Releasees.
4. **Financial Responsibility.** If Releasor should require medical care or treatment for illness or injury sustained because of participation in the Activity, Releasor agrees to be financially responsible for any costs incurred because of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.
5. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.
6. **Governing Law.** The parties hereby agree that this Agreement is governed by the laws of the United States and the state of Texas, without reference to rules governing choice of laws. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the state and federal courts of Grimes County, Texas which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts.

RELEASOR:

Releasor has had enough time to read this entire Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement. **BY SIGNING BELOW, RELEASOR HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.**

By: _____
(Signature) _____

Printed Name _____

Date: _____

TRF Authorized Representative: _____

Date: _____