

# 2017 FCC-Austin Family Retreat Release and Indemnity Agreement

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NAMES OF FAMILY MEMBERS/GUEST(S)

**Activity:** Family Retreat

**Releasees:** FCC Austin Chapter, FCC International, FCC family retreat members, volunteers, and officers for these entities

**Release:** In consideration for facilitating my participation or my family's participation and/or my guest(s) in the activity described above, I release, discharge, and agree not to sue Releasees for any claims, demands, actions, and causes of action arising out of any loss or damage to me, my family member(s), my guest(s), my property, my guest's property, and any injury, including death, that we may sustain while participating in the activity for the entire weekend, including all outdoor sports and activities such as the barn wing and rock climbing wall.

**Risk:** To the best of my knowledge, I/we can participate in this Activity. I am aware of the risks and hazards with the activity, and I elect to allow us to participate voluntarily and engage in the activity knowing that the activity may be hazardous to us and our property. I voluntarily assume full responsibility for property loss or damage, and for personal injury, including death, which I/we/a family member/ my guest(s) may sustain as a result of being engaged in this activity.

**Indemnity:** I also agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney's fees that they may incur due to my/our/a family member's and/or guest's participation in this activity. For example, I specifically agree to indemnify and hold harmless the Releasees from losses that may occur as a result of me/our/a family member/my guest(s) hurting another person or damaging another person's property while participating in the activity.

**Intent:** I intend that this Release and Indemnity Agreement bind not only me, but also the members of my family, my guest(s), and my spouse (if any), if I am alive, and my heirs, assigns and personal representatives, if I am not alive. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Release and Indemnity Agreement should be construed in accordance with the laws of the State of Texas.

**Free Act:** I acknowledge that I have read this Release and Indemnity Agreement. I understand it and sign it voluntarily on behalf of myself/my family/my guest(s) and my own free act. No representatives, statements or inducements, apart from the foregoing written agreement, have been made. I execute this Release and Indemnity Agreement having received full, adequate and complete consideration, intending to be bound by it.

I understand the names listed above as participants may be exposed to risks during the participation in the activity listed above. I am aware of these risks and I elect to allow myself/my family/my guest(s) the ability to participate voluntarily, knowing that the activity may be hazardous to my/our property and me/my family/my guest(s). If signing as parent or legal guardian, I acknowledge that some family members/guest(s) participating are under 18 years of age and I assume full responsibility for these risks. I release, discharge, and agree not to sue Families with Children from China, Austin Chapter, FCC International, FCC retreat family members, volunteers or officers for these entities, agents, volunteers, and employees from any claims arising out of any loss or damage to my/my family's/my guest's property and from any claims out of any injury, including death, that may be sustained by me or my family, my guest(s), or a participant of whom I am the legal guardian. I also agree to indemnify and hold harmless Families with Children from China, Austin Chapter, FCC International, FCC family retreat and/or members, volunteers or officers for these entities, agents, volunteers, and employees from any claims that they may incur due to my/my family's/my guest's participation in the activity. I will comply and I will instruct my family and guest(s) to comply with the instructions of the FCC Family Retreat staff during the activities.

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NAME OF PARENT OR LEGAL GUARDIAN/GUEST SPONSOR (PRINT)

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SIGNATURE OF PARENT OR LEGAL GUARDIAN/GUEST SPONSOR

DATE