

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Parties:	
<b>Organizer(s):</b>	<b>Participant:</b>
Rotary Club of Round Rock – Sunrise Foundation Inc. Rotary Club of Round Rock Sunrise	("I")
	[Print name of participant above]
<b>Site Provided By:</b>	<b>Minor Participant Parent or Guardian*:</b>
City of Round Rock, Texas (the "City")	
	[Print name of minor participant parent or guardian above]

In consideration of being allowed to participate in **Box Wars**, a recreational event (the "**Event**") to be held in Round Rock, Texas on October 3, 2026 and which is being sponsored by the Organizers and is being conducted on property provided by the City, I, intending to bind my heirs, executors, administrators, personal representatives, next of kin and assigns (collectively with the Participants, the "**Releasors**" and individually each a "**Releasor**"), agree as follows:

1. I do hereby release, waive and discharge the Organizers and the City, and the respective officers, directors, members, volunteers, representatives, agents and employees of each (collectively the "**Releasees**"), from any and all actions, causes of action (expressly including without limitation, negligence and gross negligence), claims, demands, losses, costs or damages (including without limitation, litigation costs and/or attorneys' fees) arising or resulting from property damage, personal injuries or death sustained by me or my property while participating in the Box Wars Event, and will not hold or seek to hold the Releasees liable for any such claims, demands, losses, costs or damages (including without limitation, litigation costs and/or attorneys' fees), regardless of the sole, joint or concurrent negligence, negligence *per se*, gross negligence, strict liability, regulatory or statutory liability, tort theory, act omission, fault or failure to act of or by any of the Releasees or all of them.
2. On behalf of myself and my respective Releasors, I further agree to indemnify, hold and save harmless the Releasees from any liability action, claim, demand, loss, cost, damage, award or judgment incurred or suffered relating to my participation in the Box Wars Event, whether or not also caused in part by any Releasee.
3. I recognize that there are inherent risks associated with the Box Wars Event, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and I further release and discharge the Releasees for injury, loss or damage arising out of my or my family's use of or presence upon the property on which the Box Wars Event is being conducted, whether caused by the fault of myself, my family, any or all Releasees or third parties.
4. I agree to observe all posted or published rules and warnings for the Box Wars Event, and I further agree to follow any oral instructions or directions given by any Releasee or any Box Wars Event referee or official.
5. I represent, warrant and certify to the Releasees that I am physically fit, have sufficiently prepared for participation in the Box Wars Event, that I have not been advised not to participate by a medical professional, and that there are no health-related reasons or problems which might preclude my participation in the Box Wars Event.
6. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Box Wars Event.
7. I understand that while participating in the Box Wars Event, I may be photographed and/or video recorded (including audio). I agree to allow my photo, video (including audio) and/or film likeness to be used for any legitimate purpose by the Releasees.
8. This Release of Liability and Assumption of Risk (this "**Release**") does not constitute a waiver by any Releasee, of any immunity or other defenses provided by applicable law.

9. I agree and acknowledge that I am under no pressure or duress to sign this Release, that I have been given a reasonable opportunity to review this Release before signing, and that I was free to have my own legal counsel review this Release before I signed it.
10. In the event any ambiguity is found to exist in the interpretation of this Release or any of its provisions, the Releasers and the Releasees and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either for or against a particular party based on their status as the drafter of this Release.
11. This Release contains the entire agreement regarding the Releasers' release of liability and assumption of risk. This Release shall be governed by the laws of the State of Texas. Except as otherwise required by applicable law, venue for any litigation regarding this Release shall be in Williamson County, Texas.
12. This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any portion of this Release is held to be invalid, unenforceable or illegal in any respect, such provision shall be fully severable, and the remainder of this Release shall remain valid and in full force and effect.

I HAVE READ THIS RELEASE AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM VOLUNTARILY SURRENDERING CERTAIN LEGAL RIGHTS.

Executed: \_\_\_\_\_

Participant:	Minor Participant Parent or Guardian*:
[Print name of adult participant above]	[Print name of minor participant above]
[Signature of participant, whether adult or minor, above]	[Signature of minor parent or guardian]†

\* Minor Participant Parent or Guardian details only required for minor participant(s).

† Any person signing on behalf of a minor participant warrants that he or she is the parent or legal guardian of the named minor participant and that they also agree to be bound by the terms of this Release of Liability and Assumption of Risk.