



WESTOVER WAIVER OF LIABILITY

1. In consideration for receiving permission to participate in a Westover Hills Club Events, Parties, or Programs, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Westover Hills Club, their officers, servants, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the aboved named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

Signature

Print Name and Date