University Park Pre-School Association (UPPA)

Wavier & Consent Form

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned father, mother or guardian of a participating child of family, ("Parent") in signing this waiver, assumes full and sole responsibility for the safety, health, and well-being of all members of my family, friends, and guests for the duration of the following event ("Event"):

Event Name and Location:

UP All Night- THE REMIX at SMU Parking Lot 3001 University Blvd. in Dallas, Texas

March 6, 2021 Event Date

• In signing this waiver, I release from any and all liability the University Park Preschool Association ("UPPA") for any inconvenience, injury, illness or other malady albeit directly or indirectly related to this Event.
• In signing this waiver, I am indicating that I have read this waiver and understand its content and implications and in doing so assume full responsibility for the well-being, health, and safety of my family and participants who I have invited to participate in the Event.

Waiver

My participating child ("Child") and I (collectively "We") have asked to participate in the above-described activity. By signing below, We agree to the following on behalf of ourselves and all others claiming by, through or under us:

1. Rules:

·        We ask that families stay in their vehicle, you are welcome to enjoy your truck beds and cargo areas!

·        Video audio will be transmitted through a FM channel, we will provide the channel at the event.

·        No alcoholic beverages are allowed.

·        Event entrance is on the west end of the parking lot, all participants will check in with Parks & Recreation staff and we will provide you with a movie snack bag and waters!

·        Exit of the parking lot is on the east end.

·        If a situation arrives where you need to leave the event, you will be able to exit on the east side of the parking lot.

·        The parking lot will have designated parking spots.

·        There will be a parking space between each vehicle for social distancing, these parking spaces will be marked by traffic cones and are not available for parking during the event.

·        We ask that you wear a mask when using the portable restrooms, masks are not required while in your vehicle.

·        We ask that all participants practice social distancing.

2. Release: With respect to any claims for injury to either of us (including any injury causing death) and any claims for loss of, or damage to, property, We agree to the following: (1) UPPA shall not be liable or responsible for any of these claims; and (2) we release UPPA from any responsibility or liability for these claims and agree not to sue UPPA on any of these claims. We understand that the word “claims” includes all of the following that have arisen, or may arise later, in connection with the Event, whether known or unknown: claims, demands, causes of action, losses, costs, liabilities and related expenses, included those involving the joint or sole negligence or gross negligence of the District or UPPA and those which arise otherwise. (The word “District” and "UPPA," as used in this document, includes the District and UPPA as entities as well as

their officers, agents, employees, receivers, representatives, contractors, sponsors, committees, organizers, volunteers and all others acting on its behalf). We understand that our photo or likeness may be used in any promotional materials and/or publications that the District may seem fit, and we release any right of publicity that we might otherwise possess.

3. Limitation of Liability: If, notwithstanding our intent, the release as written above is not effective for any reason, we agree that UPPA’s liability for any loss or damage relating to the activity shall be limited to the sum of $100 per occurrence. This limit applies to all losses or damages, irrespective of cause or origin, whether in tort, contract, strict liability or otherwise.
4. Parent hereby indemnifies and holds harmless UPPA from any and all claims, demands, actions and/or causes of action of whatsoever nature or character, including causes of action for the negligence of UPPA, which may hereafter be asserted by Parent or by Child or by any other person claiming through Parent or Child, including but not limited to any claim for loss of consortium, all hospital liens, medical insurance subrogation or any other valid, invalid or existing lien or claim.

5. For the avoidance of doubt, the release and indemnity provided herein include a release of liability for negligence or gross negligence by UPPA.

Adult Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please print) Adult Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I give UPPA my permission to use my child(ren’s) pictures in event programs/promotional videos/social media outlets: \_\_\_\_\_\_\_\_\_\_ Initial