Highland Park ISD- University Park Elementary School

University Park Pre-School Association (UPPA)

**Wavier & Consent Form**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,the father or guardian of a participating child of family, assume 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 Name and Location:

**UP All Night- University Park Elementary School Grounds and Curtis Park in Dallas, Texas**

**April 22-23, 2023 Event Date**

* *In agreeing with this waiver, I release from any and all liability Highland Park Independent School District (“District”) for any inconvenience, injury, illness or other malady albeit directly or indirectly related to this event.*
* *In agreeing with 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**

We have asked to participate in the above-described activity. By agreeing to this waiver, we agree to the following on behalf of ourselves and all others claiming by, through or under us:

1. Rules. We agree to abide by the District’s rules and policies for this activity.
2. Inspection and Acceptance: The District has allowed us to inspect the areas, facilities, conditions vehicles and equipment of the activity. We accept all of them. We accept and assume all risks and hazards relating to participation of the activity. We have obtained insurance to cover claims mentioned below.
3. 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) the District shall not be liable or responsible for any of these claims; and (2) we release the District from any responsibility or liability for these claims and agree not to sue the District 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 the activity, whether known or unknown: claims, demands, causes of action, losses, costs, liabilities and related expenses, included those involving the joint or sole negligence of the District, those involving the negligence of ourselves or others and those which arise otherwise. (The word “District”, as used in this document, includes the District as an entity as well as its 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.
4. Limitation of Liability: If, notwithstanding our intent, the release of written above is not effective for any reason, we agree that the District’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.