



## YOUTH WAIVER AND RELEASE OF LIABILITY FOR A MINOR

I am the parent or legal guardian of the minor child identified below (“Child”). I hereby consent to the Child’s participation in a youth program (Birthday Party, Field Trip, Play Center, Athletic Edge, Swimming Lessons, Kids Boot Camp etc. at Hays Medical Center, Inc.’s Center for Health Improvement (the “Center”). The Child is voluntarily participating in this activity, and I assume all risk of injury that may result from such participation. I agree to waive any claims or rights I may otherwise have against Hays Medical Center, Inc., its employees, agents, volunteers, or assigns (collectively referred to as “HaysMed”) for injuries to the Child as a result of such participation. I further agree to release and discharge HaysMed from any and all claims or causes of action (known or unknown) arising out of any negligence on HaysMed’s part. If, despite this agreement, I, my Child, or anyone on our behalf, makes a claim against HaysMed, I will indemnify, save, and hold harmless HaysMed from any litigation expense, attorney fees, loss, liability, damage, or cost HaysMed may incur as a result of such claim. I represent and agree that the Child is in good physical condition and has no disability, impairment, or ailment to prevent the Child from engaging in active or passive exercise that would be detrimental or inimical to the Child’s health, safety, comfort, or physical condition or that of others if the Child does so engage or participate. I hereby acknowledge that I have carefully read this waiver and release, and I fully understand it is a release of liability in which I agree to release HaysMed from any liability for any personal injury relating to or arising from the Child’s participation in a youth program (Birthday Party, Field Trip, Play Center, Athletic Edge, Swimming Lessons, Kids Boot Camp etc. at Hays Medical Center, Inc.’s Center for Health Improvement (the “Center”).

I acknowledge and agree that this Waiver and Release of Liability will be valid for a period of one year from the date indicated below, for any and all Birthday Parties and/or Field Trips my Child attends at The Center during the course of that one year period.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I HAVE HAD AN OPPORTUNITY TO ASK ANY QUESTIONS I MAY HAVE CONCERNING THIS AGREEMENT, AND ALL SUCH QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT THIS AGREEMENT CANNOT BE MODIFIED ORALLY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

*(PLEASE INITIAL AFTER READING)*

I acknowledge and agree that I have received a current copy of The Center’s Rules & Bylaws. I will ensure that my Child and I abide by each provision contained in The Center’s Rules and Bylaws at all times while using The Center facilities and while on Hays Medical Center, Inc. property. Violation of these Rules & Bylaws may result in the termination of our ability to use The Center facilities.

I specifically agree to ensure that my Child and I abide by the provision regarding **Cell Phones/Cameras/Mobile Electronic Devices**. I understand and acknowledge that The Center is hereby giving its written authorization for me and my Child to take photos and/or videos **during Birthday Parties or Field Trips only (and only in the room of The Center that is used for such Birthday Parties or Field Trips)**, so long as no Center member’s image is caught in any photos or videos. I hereby give my permission and consent for the other attendees of such **Birthday Parties or Field Trips to photograph and/or videotape my child.**

Child’s Name (Printed): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Child’s Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian’s Name (Printed): \_\_\_\_\_

Parent/Legal Guardian’s Signature: \_\_\_\_\_