



# Maker Annex

## Release and Indemnity Agreement

Date:       /       /

When in the Maker Annex, my child or Family Member and I may be using tools, materials and machines that if not used properly can cause serious injuries. I, \_\_\_\_\_, acknowledge  
*[legal adult guardian first & last name - print]*  
this, give my permission for my child or Family Member, \_\_\_\_\_, to  
*[child or Family Member first and last name - print]*  
participate and I agree to hold the The Children's Museum of Houston, Inc., its staff, its volunteers and other Maker Annex participants HARMLESS and Agree to INDEMNIFY the Museum against any liability from my child's, my Family Member's or my participation.

## Consent of Legal Adult Guardian

\_\_\_\_\_ (initials) I understand that the Maker Annex at The Children's Museum of Houston, Inc., ("Museum") provides unique opportunities to children and adults to work with a variety of tools, materials and safety equipment under the supervision of Museum staff members trained to supervise the Maker Annex operation.

\_\_\_\_\_ (initials) I understand that I must be with my child or Family Member (the "Participant") at all times in the Maker Annex, ensuring their appropriate use of the space, materials, tools and safety equipment as defined by the Museum, unless otherwise approved only by the Maker Annex supervisor.

\_\_\_\_\_ (initials) I understand that the available tools, materials and safety equipment will be used for design and construction projects that have been approved by the Maker Annex supervisor and that no unapproved activity will be allowed at any time.

\_\_\_\_\_ (initials) I grant permission for myself and the Participant to participate in the Maker Annex activities.

I, the undersigned, wish to participate or have my child or Family Member participate (any such participant collectively referred to herein as the "Participant") in The Museum's Maker Annex program (the "Maker Annex"). "Family Member" means a person who is a resident of the undersigned's household and is related to the undersigned by blood, marriage or adoption, including a ward or foster child who is a resident of my household, and Family Member also includes my child even when not a resident of my household during a period of separation in contemplation of divorce.

The Maker Annex is located within the Museum at 1500 Binz, Houston, Texas 77004. I understand that as a Participant that myself, my child or Family Member will be exposed to activities that are considered dangerous, and may cause serious bodily injury including death (collectively the "Activity").

I understand that the Activity will require that the Participant to be physically and mentally fit and without any underlying health condition that may increase the susceptibility and magnitude of the risk involved with the Activity. I understand that there is a risk that the Participant will be injured before, during or after, or as a result of, or in connection with the Activity, and I wish for the Participant to participate in the Activity despite the risk involved. Further, I, on behalf of the Participant, voluntarily assume all risk and danger of personal injury (including death) and all hazards arising from, or related in any way to, the Activity, whether occurring prior to, during or after the Activity,

howsoever caused and whether by negligence or otherwise.

As consideration for the Participant being allowed to participate in the Activity, I, for myself, the Participant (if not myself), and each of our respective successors, administrators, heirs and assigns, hereby **RELEASE, ACQUIT, AND FOREVER DISCHARGE** The Children's Museum of Houston, Inc., a Texas non-profit corporation; all of the Museum's staff, volunteers and any other fellow Maker Annex Participants; all of the Museum's respective past, present and future officers, directors, attorneys, insurers, agents, servants, suppliers, dealers, representatives, employees (including, but not limited to, any Museum employee who works in the Maker Annex); the Museum's affiliates, subsidiaries, partners, predecessors and successors in interest, and assigns of the foregoing (all are collectively referred to herein as the "Released Parties") from all past, present and future claims arising out of and accruing to the Participant for or in any way connected with any damages sustained by the Participant before, during or after, or as a result of, or in any way connected with, the Activity, including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant's participation in the Activity, and all results thereof, past, present and future, known and to become known, accrued and to accrue, and **INCLUDING ANY CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT).**

As a further inducement to the Released Parties, I, for myself, the Participant (if not myself), and each of our respective successors, administrators, heirs and assigns, have agreed to and do hereby **INDEMNIFY, DEFEND AND HOLD HARMLESS** each and all of the Released Parties from any and all past, present and future claims, demands, actions and causes of action, of whatsoever nature or character, **INCLUDING CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT)**, which may hereafter be asserted by any person, firm or entity whomsoever, arising out of and accruing to the Participant for or in any way connected with any damages sustained by the Participant before, during or after, or as a result of, or in any way connected with, the Activity, including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant's participation in the Activity, and all results thereof, past, present and future, known and to become known, accrued and to accrue. This obligation to indemnify and hold harmless specifically includes, but is not limited to, any claims for medical bills, doctors' bills, hospitalization, nurses' bills, drugs, therapy, administration, and other expenses, including judgment liens, hospitalization liens, attorneys' fees, and any other form of intervention or lien, or any other costs or expenses incurred by the Participant which are in any way related to the Activity.

As a further inducement to the Released Parties, I, the undersigned, hereby represent and warrant to the Released Parties that:

- (1) I thoroughly and completely understand that this is a complete and final release and indemnity agreement concerning any claim, demand, or cause of action which I or the Participant (if not myself) may have against the Released Parties related to or in any way arising out of the Activity;
- (2) I am entering into this Release and Indemnity Agreement (the "Agreement") freely and voluntarily;
- (3) no representations, promises or statements made by any agent, attorney or other representative of the Released Parties have influenced me in causing me to sign this Agreement;
- (4) the Participant has adequate medical insurance provided by parties other than the Released Parties covering the possible injuries to the Participant that may occur as a result of his or her participation in the Activity;
- (5) the Participant does not have any condition or illness that would be aggravated by participation in the Activity or that would make participation in the Activity inadvisable;
- (6) I am at least eighteen (18) years of age as of the date of this Agreement; and
- (7) As the undersigned, I am the parent or legal guardian who is wholly authorized to sign this Agreement individually on behalf of myself, the Participant (if not myself) and that no other signature or authorizations are necessary to accept this Agreement.

## Release and Indemnity Agreement

I agree that any dispute arising out of or related to this Agreement, the relationship of me, the Participant and the Released Parties under this Agreement and/or the Participant's participation in the Activity will be settled in the courts located in Harris County, Texas.

I understand that in allowing the Participant to participate in the Activity the Released Parties are relying on the representations and warranties I have made herein. This Agreement shall be governed by the laws of the State of Texas (without regard to conflict-of-laws principles). If any provision of this Agreement is held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of this Agreement.

### REQUIRED SIGNATURE

Adult / Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Individually and on behalf of the Participant**

*This information will be used for program purposes only. Please print.*

Child's Name (First, Last)		Date of Birth	Gender <input type="checkbox"/> Female <input type="checkbox"/> Male
Child's Address		School Name	Grade
Adult / Legal Guardian Name: (First, Last)			
Relationship to Child	Phone Number	E-mail address	
Family Member Name (if applicable):			
Relationship to Adult/ Legal Guardian	Phone Number	E-mail address	