

# Bob Jones Nature Center

## Consent, Release, and Indemnification Agreement



Please indicate in what capacity you are signing this Agreement Form:

Date

Category

E-mail

Adult

Parent/Guardian of Minor Child or Children

Family

Group ( Formal Organization )

In consideration of the opportunity for my minor child and/or I to use the premises of Bob Jones Nature Center, owned by the City of Southlake, managed by the BJNC, and located at 355 E. Bob Jones Road, Southlake, TX. I agree on behalf my child and/or I, our legal representatives, heirs, and successors and assigns to the terms of this Consent, Release and Indemnification.

I understand that the Bob Jones Nature Center is largely rough, unimproved land, and that driving and walking on it are inherently dangerous activities that may expose individuals to hazards or risks that may result in illness or personal injury. I understand the nature of those hazards and risks and accept the premises in their present as-is condition. I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND PLACING MYSELF IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I am aware that the Bob Jones Nature Center is in an area remote from medical care, and that Bob Jones Nature Center, City of Southlake, and BJNC cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

I, on behalf of my child and/or myself assume full responsibility for all risks associated with use of the Bob Jones Nature Center and our legal representatives, heirs, and successors and assigns, agree that the Bob Jones Nature Center, City of Southlake, and BJNC and any of their directors, officers, owners, affiliated corporations, agents, or employees ("Released Parties") shall not be liable for any damages to persons or property.

I, FOR MY MINOR CHILD and/or I, OR OUR LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS RELEASE THE RELEASED PARTIES FROM ANY LIABILITY FOR ANY CLAIMS FOR LOSS OF OR DAMAGE TO PROPERTY AND FOR ANY ILLNESS OR INJURY TO PERSON, INCLUDING DEATH WHICH MAY RESULT IN CONNECTION WITH USE OF THE BOB JONES NATURE CENTER. THIS RELEASE COVERS ANY DAMAGE OR INJURY FROM ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES. I FURTHER AGREE FOR MY MINOR CHILD AND/OR MYSELF, OUR LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM LOSS, DAMAGE, LIABILITY, CLAIMS, OR EXPENSE FROM ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF RELEASED PARTIES, ARISING IN CONNECTION WITH THE USE OF THE PREMISES BY MY CHILD AND/OR MYSELF.

**PHOTO RELEASE**

I understand that my child and/or I may be photographed and I hereby grant to the Bob Jones Nature Center ("BJNC") the right and permission to copyright and use, re-use, publish, and republish photographs or pictures or any other imaging of persons listed on this form which may be included intact or in part, or reproduction hereof in color or otherwise, in any and all media now or hereafter known, including but not limited to the [BJNC website](#), promotion, advertising, or any other purpose whatsoever. I also consent to any changes or alterations as to color, size, shape, perspective, context, foreground, or background of the picture. I hereby release, discharge and agree to hold harmless BJNC, its officers, directors, employees, successors, assigns, representatives, agents and attorneys, and all persons functioning under its permission or authority, from any liability by virtue of any reason in connection with the making and use of such photographs, any blurring, alteration, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof. I also relinquish any potential income that may be generated by any photos sold.

**Consent**

I Consent

I do NOT Consent

**PERSONAL PROPERTY**

I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property (including property left in any classroom), I will do so at my own risk, and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), or theft of any such property.

**Representations and Warranties**

I represent and warrant that:

I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND;THE WORDS, TERMS AND EFFECTS OF THIS RELEASE,

I am 18 years of age or older and am legally competent to enter into this Release,

No promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release,

I HAVE EXECUTED THIS RELEASE VOLUNTARILY, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. I FURTHER UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL USE THIS RELEASE AS A DEFENSE TO ANY CHARGE WHICH I FILE, INVESTIGATION OR PROCEEDING IN WHICH I PARTICIPATE, OR REMEDY WHICH I SEEK.

**I agree to the terms above**

Yes

**Full Name of Adult**

**Full Name of Minors associated with this Release**