

ALPHA SEARCH AND RECOVERY FALL SEMINAR 2023

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____ (full legal name), hereby certify that I am at least eighteen (18) years of age, and of sound legal mind, and fully aware and capable of entering into a legally binding contract. This legal agreement is a **Release of Liability and Assumption of Risk** in return for my participation in activities provided by the non-profit organization, Alpha Search and Recovery in their Alpha Search and Recovery Fall Seminar 2023 (hereinafter Fall Seminar), which is scheduled to occur on the dates of November 8, 2023 through November 13, 2023. ____ (initial)

I AGREE TO INDEMNIFY, HOLD HARMLESS, AND WAIVE ALL RIGHTS TO RECOVER ANY AND ALL REMEDIES AGAINST ALPHA SEARCH AND RECOVERY FOR ANY AND ALL DAMAGE AND/OR LOSS RELATED IN ANY WAY TO MY PARTICIPATION IN THE FALL SEMINAR, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, BODILY INJURY, SERIOUS BODILY INJURY, MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO MYSELF, MY SPOUSE, GUESTS, CHILDREN, UNBORN CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR RELATIVES, WHETHER OR NOT SAID DAMAGE, INJURY, OR LOSS IS RELATED TO MY PARTICIPATION IN ACTIVITIES AND SERVICES PROVIDED BY ALPHA SEARCH AND RECOVERY, AND EVEN IF CAUSED BY THE NEGLIGENCE, SOLE NEGLIGENCE, JOINT NEGLIGENCE, CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER LEGAL FAULT OF ALPHA SEARCH AND RECOVERY, OR IT'S MEMBERS, BOARD MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND/OR INDEPENDENT CONTRACTORS. ____ (initial)

In consideration for my released of liability and all claims, past, present, and future against Alpha Search And Recovery, I am receiving the opportunity, **even if revoked at any time and for any reason**, to participate in activities provided at the Fall Seminar. I **further understand that the revocation of my opportunity to participate will have no bearing on my release of liability, indemnification, and waiver of rights expressed in this agreement, nor will my inability, lack, or refusal to participated in the aforementioned activities.** ____ (initial)

I understand that the activities which I may, but am not required to, participate in will **include indoor and outdoor activities, exposure to various environmental factors, exposure to water, exposure domestic animals, exposure to non-domestic/wild animals, the use and potential exposure to chemical and/or biohazards materials, and the use and exposure to equipment and machinery of various types and sizes.** I understand that all of these factors involve risks and hazards. Additionally, all activities potentially involve unforeseen and unanticipated risks and

**hazards. I understand that my health and safety, and that of any minor children in my care, animals in my care, and property in my care is my sole responsibility, and I ASSUME ALL RISKS RELATED TO OR IN CON-
JUNCTION WITH MY PARTICIPATION IN AND WITH ANY ACTIVITIES, AND POTENTIAL HAZARDS
ADDRESSED ABOVE AND/OR SERVICES PROVIDED BY ALPHA SEARCH AND RECOVERY. ____ (initial)**

I understand that that my participation in activities provided by Alpha Search and Recovery is strictly voluntary, and that my participation the the Fall Seminar or any individual activities involved in the Fall Seminar is not require, nor is it compulsory. **I UNDERSTAND THAT IN SIGNING THIS DOCUMENT I AM GIVING UP IMPORTANT
LEGAL RIGHTS. I UNDERSTAND THAT I HAVE EVERY RIGHT AND OPPORTUNITY TO CONSULT LE-
GAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT. I CERTIFY THAT ALPHA SEARCH AND RE-
COVERY HAS NOT IN ANY WAY HINDERED OR DISCOURAGED ME FROM SEEKING OR CONSULT-
ING LEGAL COUNSEL PRIOR TO THE SINGING OF THIS AGREEMENT. ____ (initial)**

I agree that this **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**, will be governed by the Laws of the State of Texas, and agree that, should I bring suit against Alpha Search and Recovery, I will bring such suit in the State of Texas. ____ (initial)

**I AGREE AND UNDERSTAND THAT THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK SHALL
BE CONSTRUED BROADLY AND PROVIDE RELEASE AND WAIVER OF LIABILITY TO THE MAXIMUM
EXTENT PERMISSIBLE UNDER THE LAW. ____ (initial)**

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS. I UN-
DERSTAND THAT THIS IS A RELEASE OF LIABILITY AND THAT I AM WAIVING IMPORTANT LEGAL
RIGHTS AND I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL. ____ (initial)**

Signature

Date

Print Full Legal Name

FOR MINOR PARTICIPANTS UNDER THE AGE OF 18

I CERTIFY THAT I AM THE PARENT, AND/OR COURT APPOINTED LEGAL GUARDIAN/CONSERVATOR OF THE MINOR, _____ (minor's full legal name), HEREINAFTER "THE MINOR", WHO IS UNDER THE AGE OF 18. I FURTHER CERTIFY THAT I HAVE FULL LEGAL AUTHORITY TO BIND THE MINOR TO THIS AGREEMENT ON THE MINOR'S BEHALF. ____ (parent/guardian's initials)

IN CONSIDERATION FOR THE MINOR'S OPPORTUNITY TO PARTICIPATE IN THE ACTIVITIES PROVIDED BY THE NON-PROFIT, ALPHA SERACH AND RECOVERY THROUGH THE AFOREMENTIONED THE FALL SEMINAR, I HEREBY AGREE ON THE MINOR'S BEHALF TO THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK, AND INDEMNIFY, HOLD HARMLESS, AND RELEASE ALPHA SEARCH AND RECOVERY FROM ANY AND ALL CLAIMS BROUGHT BY, OR ON BEHALF OF THE MINOR, THE MINOR'S CHILDREN, UNBORN CHILDREN, SPOUSE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR RELATIVES, WHETHER OR NOT SAID DAMAGE, INJURY, OR LOSS IS RELATED TO THE MINOR'S PARTICIPATION IN ACTIVITIES AND SERVICES PROVIDED BY ALPHA SEARCH AND RECOVERY AND EVEN IF CAUSED BY THE NEGLIGENCE, SOLE NEGLIGENCE, JOINT NEGLIGENCE, CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER LEGAL FAULT OF ALPHA SEARCH AND RECOVERY, OR IT'S BOARD MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND/OR INDEPENDENT CONTRACTORS.

Signature of Parent/ Legal Guardian

Date

Print name of Parent/ Legal Guardian