



# TEXIAN HERITAGE FESTIVAL

## PARTICIPANT AGREEMENT

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This Participant Agreement (“Agreement”) is made and entered into by and between the Texian Heritage Festival, a 501(c)(3) public charitable organization (THFO) and the undersigned person as a participant (“Participant”) in the Texian Heritage Festival.

In consideration of being permitted to participate in certain educational presentations, activities, or historical re-enactments, and being permitted entry to and/or use of the property or properties upon which such educational presentations, activities, or historical re-enactments will be provided (collectively, the “Premises”), Participant agrees to the following:

1. Participant agrees to indemnify, hold harmless, and defend THFO, its staff, agents, and representatives, and the owner of the Premises (“Owner”) from any and all faults, liabilities, cost, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with any and all actual or alleged acts or omissions of Participant in the course of Participant’s presence on and/or use of the Premises including, but not limited to, Participant’s interaction with weapons, firearms, artillery, and other related items (collectively, the “Weapons”).
2. Participant further waives for himself/herself and for his/her heirs, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against THFO and/or the Owner (including, but not limited to, damage to Participant’s property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by Participant) which may in any way whatsoever arise out of, be related to, or be connected with use of the Premises by Participant.
3. THFO and/or the Owner shall not be liable for, and Participant, on behalf of himself/herself and on behalf of his/her heirs, assignees, personal representatives, administrators, and executors, expressly releases THFO and/or Owner and each of their members, employees, and/or agents from any and all such claims and liabilities, including, but not limited to, claims of actual or alleged negligence on the part of THFO and/or Owner, and each of their members, employees, and/or agents.
4. Participant acknowledges and agrees that interaction with weapons, firearms, artillery, and other related items is an inherently dangerous activity. Participant expressly assumes the risk of being on the Premises while Weapons are in use; and Participant expressly assumes the risk of interacting with Weapons by himself/herself and/or another, regardless of whether such interaction occurs on the Premises or off the Premises.
5. Participant expressly agrees that this Agreement by himself/herself is intended to be as broad and inclusive as permitted by law and that if any court of competent jurisdiction determines that any of the provisions of this Agreement, or any part of any provision, is unenforceable for any reason, such court will have the power to sever and/or reform such provisions (including the authority to reduce the scope or breadth of any provision), and otherwise reform, sever, or decline to enforce any unenforceable provision or any part thereof, and in its reduced form, such provision and this Agreement will then be enforceable. If any one or more of the provisions contained in this Agreement are found to be unenforceable, the validity, legality, and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. Reformation and severability will apply. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive or any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by THFO and/or the Owner shall not constitute any waiver of such party’s right to pursue other available remedies. This Agreement binds Participant and his/her heirs, assignees, personal representatives, administrators, and executors.
6. Participant acknowledges and agrees that Participant has read this Agreement and he/she understands its terms and is executing this Agreement voluntarily. Participant also acknowledges and agrees that he/she has read, understands, and will at all times abide by all safety rules and procedures and any other rules and procedures stated orally or in writing by THFO and/or the Owner.

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

PARTICIPANT:

TEXIAN HERITAGE FESTIVAL ORGANIZATION

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title