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MINOR DAY PASS WAIVER Recreation

This **Authorization, Release, Indemnification and Hold Harmless Agreement** (“Authorization and Release”) is executed on _____ (date), by _____ (the “Guardian”), for the benefit of Brushy Creek Municipal Utility District (the “District”), its directors, officers, employees, representatives, contractors, and agents, and their respective successors, heirs, executors, legal representatives and assigns (collectively, the “Released Parties”). A minor that is not a member of the Community Center shall not be entitled to purchase a Day Pass for access and use of the Community Center unless this Authorization and Release has been executed by the parent or legal guardian of the minor.

- Authorization.** Guardian hereby represents and warrants that he/she is the parent or legal guardian of the following minors (“Minor”, whether one or more), authorized to execution this instrument, and that said Minor is authorized to purchase a Day Pass for access and privileges of use at the Brushy Creek Community Center:

| Minors Name | DOB | M / F | Current School Grade |
|-------------|-----|-------|----------------------|
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- Term.** This Authorization and Release shall be effective as of the date of execution hereof, and shall remain in effect until written termination of this Authorization and Release is received by the District.
- Physical Condition and Risks.** Guardian specifically acknowledges the possible dangers and risks associated with physical activity, and warrants and represents that Minor is in good health, has no disability, impairment or ailment preventing Minor from safely engaging in the activity or exercise at the Community Center. Guardian agrees that the District is relying upon this warranty and has no obligation to perform fitness assessments or testing to determine Minor’s physical condition, and that the District shall not be subject to any claim, demand or liability whatsoever on account thereof.
- Release and Hold Harmless.** Guardian hereby releases and holds harmless the Released Parties, from any and all liability, claims, causes of action, judgments, expenses, losses, obligations, and demands of whatever kind or nature, either in law or in equity, whether known or unknown, which arise from or relate to Minor’s use of the Community Center. Without limitation, by signing this Authorization and Release, Guardian discharges the Released Parties from any and all liability, costs, expenses, or claims that Guardian, or Minor may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from, arise out of, or relate to Minor’s use of the Community Center.
- Code of Conduct.** Guardian acknowledges receipt of the District’s Code of Conduct, and agrees that Minor shall abide by the Code of Conduct at all times. Guardian further acknowledges that in the event Minor’s privileges and use of the Community Center may be terminated at any time in the event Minor violates the Code of Conduct, or any rules relating to the Community Center.
- Damages.** Guardian hereby agrees to pay the District for the repair or replacement of any property damaged by Minor.
- Indemnity Agreement.** **GUARDIAN HEREBY AGREES TO PROTECT, DEFEND AND TO FULLY INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL AMOUNTS, LIABILITIES, LOSSES, DAMAGES, COSTS, CLAIMS, EXPENSES, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS, OCCURRING OR ANYWISE INCIDENT TO, IN CONNECTION WITH, OR ARISING OUT OF MINOR’S USE OF, OR PRESENCE AT, THE COMMUNITY CENTER.**

IN WITNESS WHEREOF, Guardian has executed this Authorization and Release as of the date above.

Signature: _____ Date: _____
 Printed Name: _____ Phone: _____
 Address: _____ City: _____ ST: _____ Zip: _____

Emergency Contact Information

Name : _____ Phone: _____ Relation: _____
 Name : _____ Phone: _____ Relation: _____