

## PLANT TOUR RELEASE AND WAIVER OF LIABILITY

**\*\*\* PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS. \*\*\***

This PLANT TOUR RELEASE AND WAIVER OF LIABILITY (“this RELEASE”) is executed as of [DATE] by [PARTICIPANT NAME] (“I” “ME” “MY” or “MYSELF”). I desire to participate in an El Paso Water Utilities- Public Service Board (“EPWATER”) PLANT TOUR.

**IN CONSIDERATION OF** the right to participate in an EPWATER PLANT TOUR and for other good, valuable and legal consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release:

**1. RELEASE OF LIABILITY BY PARTICIPANT:** On behalf of MYSELF and MY heirs, executors, administrators, successors and assigns, I hereby fully and forever (hereinafter “RELEASOR” or “PARTICIPANT”) release and discharge EPWATER, and their respective past, present and future elected and appointed officials, administrators, board members, employees, officers, agents, representatives, attorneys, and all other persons, managers, lessees, firms, corporations, and entities in privity with them (hereinafter “RELEASEES”) from, and expressly waive, any and all present or future liability, claims, obligations, damages, costs, losses, expenses or causes of action whatsoever, whether based on a tort, contract, or other theory of recovery including but not limited to damage to property, bodily injuries, medical expenses, disfigurement, lost wages, mental anguish, death or any other compensation whatsoever which I have now or in the future, or which may hereafter accrue or in any way related to, or arising from, including, without limitations, any and all known, unknown, foreseen and unforeseen claims, and the consequences thereof (hereinafter “CLAIMS”) which arise in connection to the PARTICIPANT's presence at the PLANT TOUR or on EPWATER's properties. PARTICIPANT agrees not to make or bring any such claim or demand against EPWATER, and fully and forever release and discharge EPWATER from liability under such claims or demands.

This RELEASE is governed and construed by the laws of the State of Texas, is a full release of all CLAIMS. RELEASOR expressly waives and assumes the risk of any and all CLAIMS, including those which are unknown, which if known would materially affect RELEASOR's decision to enter into this RELEASE.

**I UNDERSTAND THAT THIS RELEASE DISCHARGES EPWATER FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST EPWATER WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE PLANT TOUR, WHETHER CAUSED BY THE NEGLIGENCE OF EPWATER OR OTHERWISE.**

**2. ASSUMPTION OF THE RISK:** By signing this WAIVER, RELEASOR assumes all risk that may arise for RELEASOR when entering the premises owned by EPWATER, a component unit of the City of El Paso, Texas, for the purpose of participating in the PLANT TOUR. Without signing this form I would not be allowed to participate in the PLANT TOUR. I acknowledge that the PLANT TOUR may pose risk of personal injury, including serious or fatal bodily injury. Risks and dangers may arise from foreseeable or unforeseeable causes that may cause physical injuries or property damages including, but not limited to slips, falls, and motor vehicle

accidents. The PARTICIPANT shall take reasonable precautions throughout the PLANT TOUR and be aware of their surroundings to include, but not limited to changes in elevation, grating and nonpaved surfaces. The PARTICIPANT hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by negligence or other conduct by any other person present at the PLANT TOUR. PARTICIPANT hereby expressly and specifically assumes such risks, including any and all risk of injury, harm, or loss that PARTICIPANT may incur as a result of PARTICIPANT'S participation in the PLANT TOUR.

PARTICIPANT hereby acknowledges to use reasonable care and take all precautions to minimize injury to all persons present and repair any damage to the property.

**3. INDEMNIFICATION.** PARTICIPANT, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL INDEMNIFY, HOLD HARMLESS, PROTECT AND DEFEND EPWATER AND ITS EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, DEMANDS, LAWSUITS, COSTS, AND EXPENSES, INCLUDING (BUT NOT LIMITED TO) ANY THIRD PARTY CLAIM SUCH AS MEDICAL BILL OR LIEN, ATTORNEY FEES OR COSTS OF COURT, ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OR MISCONDUCT OF THE PARTICIPANT.

**4. PHOTOGRAPHIC RELEASE.** PARTICIPANT understands and agrees that during the PLANT TOUR, PARTICIPANT may be photographed and/or videotaped by EPWATER for internal and/or public use. PARTICIPANT hereby grants and conveys to EPWATER all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to EPWATER'S use of PARTICIPANT'S name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

**5. MEDICAL TREATMENT.** PARTICIPANT hereby gives consent and authority to EPWATER to obtain medical treatment on PARTICIPANT'S behalf if PARTICIPANT is injured or requires medical attention during PARTICIPANT'S participation in the PLANT TOUR. PARTICIPANT understands and agrees that PARTICIPANT is solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. PARTICIPANT hereby releases, forever discharges, and hold harmless EPWATER from any claim whatsoever in connection with such treatment or other medical services.

**6. CERTIFICATION:** PARTICIPANT certifies that PARTICIPANT is physically fit and healthy to participate in the PLANT TOUR. PARTICIPANT certifies that PARTICIPANT is not under the influence of any drugs or alcohol and that PARTICIPANT is in full control of PARTICIPANT'S mental and physical faculties.

PARTICIPANT further certifies that PARTICIPANT will take reasonable precautions and be aware of PARTICIPANT'S surroundings while on the PLANT TOUR, and that PARTICIPANT will be responsible for wearing suitable footwear while on the PLANT TOUR.

PARTICIPANT certifies that this RELEASE is a contract that PARTICIPANT intends to be fully enforceable, whereby PARTICIPANT gives up legal rights and is binding on PARTICIPANT.

PARTICIPANT certifies that PARTICIPANT has read this document, and fully understand its contents. PARTICIPANT is aware that this is a waiver and release of all liability that

PARTICIPANT may allege against EPWater for participating in the PLANT TOUR and that PARTICIPANT is choosing to indemnify EPWater from and all claims of any form. PARTICIPANT hereby signs this of PARTICIPANT'S own free will and has not been coerced into signing this RELEASE.

**BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE EPWATER.**

By: \_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_

Name of PARTICIPANT (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

[If the PARTICIPANT is under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this RELEASE. I authorize EPWATER to obtain medical treatment for such minor and release it from liability in accordance with Section 5 of this RELEASE. I also authorize EPWATER to photograph such minor and release from liability in accordance with Section 4 of this RELEASE.

Signature of Parent or Legal Guardian: \_\_\_\_\_