

## WAIVER AND LIMITATION OF LIABILITY

This Waiver and Limitation of Liability is entered into by and between HP Education Fanon, Inc., a Texas nonprofit corporation with a principal place of business at 1000 Louisiana, Suite 4300, Houston, TX 77002 ("HPEF") and \_\_\_\_\_, an individual with a principle residence at \_\_\_\_\_ (the "Participant") with regard to the Quidditch programming at Infinitus 2010. In consideration for being allowed to participate in any way in the Quidditch programming and related events and activities at Infinitus:

1. Participant agrees that prior to such participation, Participant has the obligation to inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant will immediately refuse to participate and will advise the supervisor of the programming immediately.
2. Participant acknowledges and fully understands that Participant may be engaging in activities that involve risk of serious injury or illness, including permanent disability and death as well as severe social and economic losses and losses to property (collectively and severally, "Injury"). Participant acknowledges and fully understands that any Injury might result not only from Participant's own actions, inactions or negligence, but the actions, inactions, or negligence of others; the rules of play; the conditions of the premises; the weather; or any equipment used. Furthermore, Participant acknowledges that there may be other risks not known to Participant or HPEF, or not reasonably foreseeable at this time.
3. Participant assumes all the foregoing risks and accepts personal responsibility for any personal damages during and/or following any Injury.
4. In intending to be legally bound, Participant does hereby release, waive and discharge any and all liability by, and does hereby covenant not to sue, HPEF, its administrators, officers, directors, agents and other employees or volunteers, other Participants, HPEF's affiliates, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (collectively, "Releasees"). Participant holds all Releasees free from any and all liability to Participant, as well as his or her heirs and next of kin, for any claims, demands, losses, or damages on account of any Injury caused or alleged to be caused in whole or in part by the negligence of any Releasees or otherwise in connection with association of participation in and/or arising out of the travel to, participation in and return from the event.
5. In the event that Participant sustains an Injury while participating, Participant hereby authorizes any emergency first aid, medication, medical treatment or surgery deemed necessary by licensed medical personnel. Participant also gives permission for attending medical personnel to execute on his or her behalf any permission forms or other necessary medical documents and to act on his or her behalf if Participant is not immediately available to do so.

PARTICIPANT HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNS IT VOLUNTARILY.

PARTICIPANT HAS READ THIS RELEASE AND WILL COMPLY WITH ITS PROVISIONS.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_