



General Release & Consent

Participant's Name: _____

Participant's Age: _____

I, _____ on behalf of myself, my family, heirs, executors, administrators and assigns, in consideration of being allowed to participate in the Kids Baking Class at Moody Gardens (hereinafter referred to as the "Program"), voluntarily agree to release, relinquish rights against, indemnify and hold harmless Moody Gardens, Inc., the Moody Foundation, Gal-Tex Hotel Corporation, The Park Board of Trustees of the City of Galveston, The City of Galveston and each of their respective agents, present or former corporate parents, subsidiaries, affiliates, divisions, groups, owners, partners, officers, directors, shareholders, agents, attorneys, insurers, employers, employees, volunteers, trustees, servants, representatives, successors, and assigns (hereafter collectively referred to as the "Released Parties") from any and all claims, including any claims for harm, personal injuries, death or other damages, whether foreseen or unforeseen, to me or my family, heirs, executors, administrators or assigns, whether caused by my, the "Released Parties", or another participant's negligent or intentional acts or omissions, arising out of my participation in the program, and any activities incidental thereto, whenever or however the injuries may occur and for whatever period, and any activities may continue.

IT IS MY INTENTION BY THIS INSTRUMENT TO EXPRESSLY EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY WHATSOEVER FOR ANY HARM, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED ME REGARDLESS OF WHETHER OR NOT SUCH INJURY IS CAUSED SOLELY BY THE NEGLIGENT ACT OR OMISSION OF ONE OR MORE OF THE RELEASED PARTIES.

I assume all risks in connection with said program for any harm, injury or damage, which may befall me, including death, arising out of my participation in the program. I understand that participating in the program involves certain risks including without limitation, exposure to wild and potentially dangerous animals. I HEREBY AGREE TO ASSUME SUCH RISKS. I REPRESENT AND WARRANT THAT: (1) I have been appraised of the dangers involved with participation in the program; (2) I do not have any physical or mental conditions that would impede my safety while participating in the program; (3) Released Parties have made no express or implied representations, promises or statements regarding the quality or safety of any aspect of my participation in the program; (4) in executing this release, I am not relying on any express or implied representations, promises or statements made by Released Parties; (5) my participation in the program is the sole and sufficient consideration for this release; (6) I am of lawful age and legally competent to sign this release or have acquired the consent of my parents or guardians; and (7) I have had the opportunity to discuss the consequences of this release with an attorney and, I am either relying solely on that advice or I am satisfied with my decision not to seek such advice. I hereby acknowledge and understand that the Released Parties are relying on the truth of the foregoing representations in allowing me to participate in the program.

I have read this document and fully understand that this is a valid and legally binding release and that the Released Parties may not be held liable in any way for my injuries resulting from my participation in the program. I am not under the influence of alcohol or drugs and I execute this release voluntarily, with full knowledge of its significance.

I UNDERSTAND THAT THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL AND THAT I HAVE SIGNED THIS RELEASE AS MY OWN FREE ACT.

Name: _____ Signature: _____ Date: ____/____/____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of the above named individual. I hereby consent to their participation in the program. Moreover, I have fully read and understand the foregoing release regarding my child's or ward's participation in the program. IN consideration of my child's or ward's entering the premises and participating in the program, I hereby release and hold harmless and relinquish all rights against the Released Parties for any and all claims, liabilities, demands or causes of actions of any sort, including, without limitation, medical bills, disfigurement, disability, mental anguish, or pain and suffering, property damage or exemplary damages sustained by my child or ward during their presence on the premises of Moody Gardens, participation in the program, or any activity in any way related thereto due to the negligent or intentional activities of any of the Released Parties, another program participant or other person. I warrant and represent that I have read the statements numbered one through seven above and that each and every one of them are true and correct.

Name: _____ Signature: _____ Date: ____/____/____