



## **ATX ASIAN FOOD FEST by OPEN EYES BEYOND BORDER**

501c3 Nonprofit organization with no religious or political affiliation. Tax ID: 83-2789447

ATX Asian Food Fest location: Mueller Branch Park Pavilion.

2006 Philomena St. Austin, TX. 78723

[www.ATXAsianFoodFest.com](http://www.ATXAsianFoodFest.com) [www.openevesbb.org](http://www.openevesbb.org).

### **VOLUNTEER/PARTICIPANT RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability executed on the 22nd day of April 22nd, 2023, on behalf of the Volunteer/ Participant, or Parent(s), a minor child (the "Participant"), by a Guardian, the parent having legal custody and/or the legal guardianship of the Participant (the "Guardian"), releases the Open Eyes Beyond Border, a nonprofit organized and existing under the laws of the United States as a Section 501(c) (3) tax-exempt corporation, each of its directors, officers, employees, and agents. I, the Participant; or I, the Guardian of the above-named Participant, do hereby give my consent to his/her participation in all activities of the Nonprofit. The Volunteer/Participant and the Guardian desire that the Participant engages in activities related to serving or participating in the Nonprofit's activities as a volunteer or participant. The Participant and the Guardian are responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit.

*1. Waiver and Release: We, the Participant and the Guardian, Release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant with the Nonprofit, including claims arising out of negligence. We understand and acknowledge that this Release Discharges Nonprofit from any liability or claim that we may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in the Nonprofit's activities.*

*2. Insurance: I, the Guardian, affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the Participant's medical bills if injury occurs. Further, we understand that the Nonprofit does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. We expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by the Participant.*

*3. Assumption of Risk: We, the Participant, and the Guardian understand that the activities provided by the Nonprofit and in which the Participant is involved may include activities that are inherently dangerous to the Participant. We hereby expressly assume the risk of injury or harm of the Participant from these activities and Release the Nonprofit from all liability for injury, illness, death, or property damage resulting from these activities. We, the Participant, voluntarily, choose to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with my presence at the festival.*

*4. Photographic Release: We, the Participant and the Guardian, grant and convey to the Nonprofit all right, title, and interest in any and all photographs, images, video, or audio recordings of the Participant or his or her likeness or voice made by Nonprofit in connection with the Participant's involvement in Nonprofit's events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.*

*5. Medical Treatment: We, the Participant and the Guardian, hereby release and forever discharge the Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Volunteer/Participant's activity with the Nonprofit. We give our consent for the Nonprofit to provide, administer, or obtain medical treatment for the Participant.*

*6. Other: We, the Participant and the Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.*

I, or my Guardian, have read and understand this Volunteer/Participant Release and Waiver of Liability.

By registering my name to volunteer, entering the facility and the festival area, joining in the activities, and/or receiving the services: the participant and the guardian agreed and intend to enter into this Release and Waiver of Liability knowingly and voluntarily.