

HOUSTON INDIE BOOK FESTIVAL

APRIL 14
MENIL LAWN

Authorization and Waiver

BY PARENT (S) OR LEGAL GUARDIAN (S) OF MINOR CHILD

Each of the undersigned parent(s) or legal guardian(s) of the minor child named below states as follows:

I am aware that normal and usual arts and crafts activities have certain inherent risks and may cause minor injury to participants. However, I want my child to participate in Houston Book Arts Guild and Houston Independent Book Festival sponsored book-binding event, and I give my unqualified permission and consent for my child to participate in the activity, subject only to any specific limitations noted below.

My child has the necessary skills and is able to participate in all reasonably anticipated aspects of the book-binding event except as noted below. The nature of the event has already been fully disclosed to me, and any brochure, flyer or announcement related to the event is expressly made a part of this Authorization & Waiver.

I, on behalf of my child, hereby indemnify, release, hold harmless, and forever discharge Houston Book Arts Guild and Houston Independent Book Festival and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I or my child ever had or may have, arising from or in any way related to my child's participation in any event conducted by, on the premises of, or for the benefit of, the Houston Book Arts Guild and Houston Independent Book Festival; *provided*, that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

This Authorization & Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provision of this form will continue in full force and effect even after the termination of the book-binding event conducted by, on the premises of, or for the benefit of, Houston Book Arts Guild and Houston Independent Book Festival, whether by agreement, by operation of law, or otherwise.

This Authorization & Waiver is governed by the laws of the State of Texas and is intended to be as broad and inclusive as permitted by that law. If any provisions of this Authorization & Waiver is held invalid or unenforceable by court of competent jurisdiction, the remaining provisions will continue to be fully effective.

This Authorization & Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Authorization & Waiver. The provisions of this Authorization & Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

Any claim or controversy that arises out of or related to this Authorization & Waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the chapter of the American Arbitration Association or similar group nearest to the Houston Book Arts Guild and Houston Independent Book Festival in accordance with its current rules and procedures.

In the event I cannot be reached, I authorize and direct any adult Houston Book Arts Guild and Houston Independent Book Festival sponsor or group leader representing the Houston Book organization and Houston Independent Book Festival to make emergency medical decisions for my child.

PLEASE PRINT

Name of Child: _____

Medical Conditions. My child is subject to the following allergies or medical conditions, and I authorize Houston Book Arts Guild and Houston Independent Book Festival to disclose such allergies or medical conditions to a physician in the event my child should require emergency medical care (describe allergies or medical conditions with specificity):

Prohibited Activities. As a result of the medical conditions described above or for other reasons, I do not want my child to engage in any of the following activities (describe with specificity):

I am of lawful age and legally competent to sign this Authorization & Waiver. I understand the terms of this Authorization & Waiver and I have willingly signed it as my own free act.

Name:

Name:

Dated:

Dated:

Accepted on behalf of Houston Independent Book Festival:

By:

Dated: