



GENERAL RELEASE AND AGREEMENT

THIS GENERAL RELEASE AND AGREEMENT ("Agreement") is made this Today's Date by and between Print Your Name (hereinafter "Releasor") and Fort Bend County Health and Human Services and Homeland Preparedness Project (hereinafter referred to as "the Providers").

WHEREAS, the Providers are providing safety training (hereinafter referred to as "the Training Course") to all program participants for the purpose of developing emergency response skills to address natural and man-made disasters, incidents of terrorism and use of weapons of mass destruction, and other emergencies; and

WHEREAS, Releasor wishes to participate in the Training Course and other activities provided or facilitated by the Providers from Today's Date to Today +/2 yrs and

WHEREAS, the Providers, at their own cost and expense, have agreed to provide to Releasor with all training and course materials while in attendance at the Training Course provided that the Releasor enters into this Agreement releasing the Providers from any and all claims and causes of action the Releasor has or may have from the beginning of all time through any time in the future which may arise from Releasor's participation in said Training Course.

NOW THEREFORE, in consideration as set forth herein, the value and sufficiency of which is hereby acknowledged, the Releasor, intending to be legally bound, agrees as follows:

1. Release. Releasor agrees, for him/herself, his or her heirs, legal representatives, successors and/or assigns, to remise, release, forgive, acquit, satisfy, and forever discharge the Providers from any and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which said Releasor, his or her heirs, legal representatives, successors and/or assigns has ever had, now has, or may in the future have, known or unknown, from the beginning of all time or in the future against the Providers arising directly or indirectly out of the Training Course, including, but not limited to, actions sounding in breach of contract, negligence or any other tort

2. No Admission. The Releasor expressly understands that nothing in this Agreement shall be construed as an admission of liability on the part of the Providers, nor shall anything in this Agreement be construed or be admissible in any proceeding as evidence of or an admission by the Providers of any violation of its policies, procedures, state, federal, and/or local laws or regulations.

3. Understanding. The Releasor hereby acknowledges that s/he fully understands the terms and conditions of this Release and that s/he warrants his/her capacity to agree to and to execute this Release.

4. Entire Agreement. The entire Agreement of the Releasor and the Providers is stated herein and no other representations, either oral or in writing, have been made which are not

expressly set forth herein.

5. Severability. In case any provision or part of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such item, nor the validity of any other term of this Agreement shall be in any way affected hereby, and this Agreement shall be enforced in its present form as may be modified by a court of competent jurisdiction.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Any action arising under the terms and conditions of this Agreement shall be filed in a court of competent jurisdiction in the State of Texas.

7. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I SIGN THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Releasor's Signature

Date

Releasor's Name (Please Print)

Witness (Signature)

I, by initialing in the box, **DO** hereby agree to allow my printed name, comments, photographs, likeness, images or representations of me to be published in newspapers, marketing brochures, magazines, video tape, other print and electronic media, and on the Homeland Preparedness Project website and/or the Fort Bend County Health and Human Services website without any form of compensation or further approval.

In Case You have an Emergency, who can we call?	
	NAME (Please Print)
	PHONE NUMBER