



PARTICIPANT LIABILITY WAIVER AND RELEASE OF CLAIMS

Tour of River Oaks Water Treatment Plant (1900 Nancy Lane, River Oaks, TX 76114)

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.

1. Voluntary Participation I, _____ (hereafter "Participant"), acknowledge that I have voluntarily requested to tour the **River Oaks Water Treatment Plant** (hereafter "Facility") operated by the **City of River Oaks** (hereafter "Municipality") on **February 25th, 2026**. I understand that this tour is permissive and may be terminated by Facility staff at any time.

2. Assumption of Risk I understand that the Facility is an active industrial site and that entering it involves inherent risks, hazards, and dangers that cannot be eliminated regardless of the care taken by the Municipality. I acknowledge that these risks include, but are not limited to:

- Exposure to hazardous chemicals, gases, or biological agents.
- Loud noises, moving machinery, and high-voltage equipment.
- Uneven surfaces, wet floors, stairs, catwalks, and open water tanks (drowning risk).
- Construction zones or vehicle traffic within the facility grounds.

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Municipality or others, and assume full responsibility for my participation.

3. Compliance with Safety Rules I agree to strictly abide by all safety guidelines and instructions provided by Facility staff. I agree to:

- Wear all required Personal Protective Equipment (PPE) at all times (e.g., hard hats, safety glasses, closed-toe shoes).
- Remain with the tour guide and group at all times.
- Refrain from touching any valves, buttons, switches, or machinery.
- Refrain from taking photographs or videos unless explicitly authorized by the Facility Manager.

I understand that failure to follow these rules may result in my immediate removal from the premises.



4. Security and Media Restrictions

A. Critical Infrastructure: I acknowledge that the Facility is designated as **Critical Infrastructure**. I understand that the unauthorized disclosure of specific operational details, security measures, or layout information could compromise the safety and integrity of the municipal water supply.

B. Prohibition on Recording: I agree that **NO photography, video recording, audio recording, or sketching** of the Facility is permitted at any time. This includes, but is not limited to:

- Control panels, SCADA systems, and computer screens.
- Security cameras, fencing, gates, and access control systems.
- Chemical storage areas and intake/outflow structures.
- personnel or other tour participants without their consent.

C. Exceptions: Photography is allowed **ONLY** in designated "safe zones" (e.g., the administration building lobby or exterior signage) if explicitly stated by the Tour Guide.

D. Enforcement: I understand that if I am observed taking unauthorized photographs or recordings:

1. I will be immediately escorted off the premises.
2. I may be asked to delete the unauthorized material in the presence of Facility staff.
3. I may be subject to denial of future access and potential legal action under applicable state or federal laws regarding the security of critical infrastructure.

5. Release and Waiver of Liability In consideration for being permitted to tour the Facility, I, for myself, my heirs, personal representatives, and assigns, do hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the City of River Oaks, its elected officials, officers, employees, agents, and volunteers (collectively "Releasees") from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in this tour.

6. Indemnification I agree to indemnify and hold harmless the Releasees from any and all costs, expenses, legal fees, liabilities, losses, or damages that they may incur as a result of my negligent or intentional acts or omissions while on the Facility premises.

7. Medical Consent In the event of an emergency, I authorize the Municipality to secure treatment for me. I agree to be responsible for any costs associated with such medical attention or transport.



8. Acknowledgement of Understanding I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature: _____

Date: _____

Printed Name: _____

Emergency Contact Name & Phone: _____

Driver License Number: _____

(If Participant is under 18 years of age) **Parent/Guardian Signature:** _____

Date: _____

ACKNOWLEDGMENT §
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority in and for said County, Texas, on this day personally appeared _____, known to me (or proved to me through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is duly authorized to execute this Order for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

My Commission Expires: _____

