

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT – RELEASE

Executed by _____ (Client)

In consideration of Client being permitted to do any or all of the following (Activities):

- a. Therapeutic Activities. Engage in therapeutic activities that are a part of Client's treatment program with TRS (as defined below);
- b. Residential and Dining Activities. Reside at, visit and dine at a facility owned or operated by TRS, keep property at a TRS facility, and engage in activities incident or related thereto;
- c. Kitchen Activities. Use kitchen facilities, equipment and related amenities in facilities owned or operated by TRS;
- d. Work and Chores. Perform assigned or voluntary work, chores, maintenance, clean-up and other tasks at or related to facilities owned or operated by TRS;
- e. Recreational Activities. Participate in and observe recreational and sports activities organized by any Releasee (as defined below) or other persons or organizations;
 1. Swimming Pool Use: Any swimming and/or activities in and around the pool area.
 2. Trail Hiking: Walking on wooded, nature trails exposed to the environment
- f. Temporary Passes. Receive privileges or passes to leave the grounds of the TRS facility, including incidents or events occurring during Client's absence from TRS facilities;
- g. Travel. Ride in vehicles originating from or returning to a TRS facility, which vehicles may be owned or leased by TRS, other Releasee, other clients of TRS or other persons;
- h. Emergency Medical Treatment and Transportation. In event of illness, accident or emergency, receive first aid treatment, together with referral and transportation to a doctor or hospital, including by ambulance or by private vehicle owned or driven by any Releasee;
- i. Other Activities. Engage in all other activities of every nature arising out of or related to treatment or residence at a facility owned or operated by TRS.

The undersigned Client, and any parent or guardian, hereby:

1. Releases, waives, discharges, and covenants not to sue TRS BEHAVIORAL CARE, INC, its directors, officers, owners, employees, agents, contractors, volunteers and insurers, their successors and assigns, and each of them (for all purposes referred to in this agreement as "Releasees") from and with respect to all causes of action and liability to Client and Client's personal representatives, assigns, heirs and next of kin, for any and all loss and damage, and any claim or demands therefore, on account of injury to the person or property of Client or resulting in death of Client (including, without limitation, any special, indirect, consequential, punitive or other damages in respect of any theory of liability), arising out of or related to Client's participation in, observation of or proximity to the Activities (or any of them), or any act,

omission or event occurring in connection with any Activity, **WHETHER SUCH LOSS, DAMAGE, CLAIM, DEMAND, INJURY OR DEATH IS CAUSED BY THE NEGLIGENCE OF RELEASEES (OR ANY OF THEM), THE NEGLIGENCE OR INTENTIONAL ACTS OF OTHER PATIENTS OF TRS, OR ANY OTHER PERSON.**

2. Agrees to indemnify and to hold harmless Releasees and each of them from any loss, liability, damage, or cost that they might incur due to, arising out of or related to Client's participation in, observation of or proximity to the Activities (or any of them), or any act, omission or event occurring in connection with any Activity, and **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES (OR ANY OF THEM), THE NEGLIGENCE OR INTENTIONAL ACTS OF OTHER PATIENTS OF TRS, OR OTHERWISE.**

3. Understands and assumes the risk associated with the Activities, including the risks associated with use of the swimming pool and the risks of hiking outdoors.

4. Assumes full responsibility for and risk of injury, death, or property damage or loss, **DUE TO THE NEGLIGENCE OF RELEASEES, THE NEGLIGENCE OR INTENTIONAL ACTS OF OTHER PATIENTS OF TRS, OR OTHERWISE,** while Client is participating in, observing or in the proximity of the Activities (or any of them).

5. Acknowledges that TRS maintains a safe for the storage of valuables and Releasees are not responsible for the loss or theft of any of Client's personal property. Client agrees that any articles of Client's personal property left at the TRS facility for 30 days after Client's discharge shall become the property of TRS.

6. Agrees that (i) the failure to return to the TRS facility at the time specified in any temporary pass, (ii) the use of alcohol or other drugs, (iii) any inappropriate behavior, or (iv) any violation of TRS rules, may result in termination of Client's treatment.

Client (and any parent or guardian) expressly agrees that this agreement is to be governed by the laws of the state of Texas without application of any conflict of law analysis. Client (and any parent or guardian) further expressly agrees that the above agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Texas, and that if any portion of the agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Client (and any parent or guardian) has carefully read, understands the contents of, and voluntarily signs this agreement, and further agrees that no oral representations, statements or inducements apart from the above written agreement have been made. In signing this agreement, Client (and any parent or guardian) further certify that he or she is not subject to any medication, illness or other impairment that might affect his or her ability to comprehend or understand this agreement.

Client Signature Date Time

Custodial Parent or Legal Guardian Signature Date Time

Staff Witness Signature Date Time