

# Exhale, Parents! Those Signed Release Forms For Kids Don't Actually Waive Their Rights

By Scott Callahan

The ways for today's kids to have fun are innumerable. And so are the ways they can get hurt. That's why so many businesses or sponsoring groups regularly ask parents to sign release forms, waiving their right to sue if an injury happens.

For most parents it's an unnerving experience. Maybe you pause and ask yourself, "Why must I sign away my child's rights for him to go off on this adventure or have some fun with his friends?" And then maybe you metaphorically throw your hands up, say a prayer and sign the form. Has this just become the cost of letting our kids play?

Sometimes bad things happen and negligence is the cause. Imagine. The phone call comes. Your child is hurt. Paramedics are en route. You arrive to learn that the lifeguard wasn't on duty as promised. Or the bus driver was texting and driving. Or the trampoline was torn and missing springs. Or you find out later that the go-kart helmet had been recalled.

Are you really prevented from protecting your child's rights if it was someone else's negligence that caused your child's injury? The answer is no.

Courts in Texas and other states have held that if a parent signs a document releasing a defendant of any liability for injuries suffered by a minor, that release is unenforceable.

In other words, while parents are empowered to make legal decisions concerning their children, Texas courts have determined that parents don't have the power to waive their child's cause of action for personal injuries.

Texas also requires that waiving such rights must be in clear and straightforward language in pre-injury release forms. The words must even be conspicuous, with the letters in boldface and a larger size. Courts often examine this language in injury lawsuits, but it primarily pertains only to adult release forms – not those for children.

It is important to keep in mind that every situation is different, every scenario is fact-dependent, and, yes, the law does change. And often, there are other issues that may affect the outcome, such as whether the incident involves a non-profit community or school program.

But, as a general rule, a parent's release of a commercial enterprise from liability for a child's injury is not enforceable.



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So exhale, parents. Texas has a strong, long-standing policy to protect the interests of all children, including yours.

*The information in this column is not intended as legal advice, but to provide a general understanding of the law. Readers with legal issues, including those whose questions are addressed here, should consult attorneys for advice on their particular circumstances.*

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