

Release of Liability, Indemnification and Assumption of the Risk Agreement

(Form for Adults)

Participant Name (Print): _____

Organization: _____

Description of Activity: _____

Location of Activity: _____

Activity Dates: FROM: _____ TO: _____

This is a Release of Liability, Indemnification and Assumption of Risk Agreement. You must initial and sign and return this Agreement before you may participate in the Activity. This Agreement cannot be altered or modified by any verbal or written statements.

Initial Releasees: The "Releasees" in this Agreement are the Texas State University System ("System") and the _____ (Name of Institution), and its governing board, and the officers, employees, and representatives of the System and the Institution.

Initial Assumption of Risks: I am eighteen years of age or older and have voluntarily applied to participate in the Activity. I acknowledge that the nature of the Activity may expose me to certain hazards or risks that may result in my illness, personal injury, or death, and/or the loss of my personal property and I understand and appreciate the nature of such hazards and risks. In consideration of my participation in the Activity, I hereby accept all risk to my health, including injury or death, and the risk of loss of any personal property that might result from my participation in the Activity and/or from the acts of others.

Initial Release: In consideration of my participation in the Activity, I hereby release and discharge the Releasees from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity, and whether caused by the negligence of the Releasees or otherwise.

Initial **INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREFTER ARISING, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY. THE INDEMNITY OWED BY ME IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.**

Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

_____ Intent: I intend that this Agreement bind not only me but also my personal representatives, estate,
Initial heirs, next of kin, and assigns. I intend this as a release, discharge, and promise not to sue
the Releasees. I agree that this Agreement will be construed in accordance with the laws of
the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS
AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PERSONAL PROPERTY THAT
OCCURS WHILE PARTICIPATING IN THE ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE
RELEASEES FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO
PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Signature of Participant

Date