

Release of Liability, Indemnification and Assumption of the Risk Agreement

(Form for Minors)

Name of Minor (Print): _____

Name of Parent/Guardian (Print): _____

Relationship to Minor (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 the parent or legal guardian of Minor and I am eighteen years of age or older. I voluntarily give permission for Minor to participate in the Activity. I acknowledge that the nature of the Activity may expose Minor to certain hazards or risks that may result in Minor's illness, personal injury, or death, and/or the loss of Minor's personal property and I understand and appreciate the nature of such hazards and risks. In consideration of Minor's participation in the Activity, I hereby accept all risk to Minor's health, including injury or death, and the risk of loss of any personal property that might result from Minor's participation in the Activity and/or from the acts of others.

Initial Release: In consideration of Minor's participation in the Activity I, individually and as the parent/guardian of Minor, release and discharge the Releasees from any and all liability to Minor, 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 or Minor's property and for any and all illness or injury to Minor's person, including death, that may result from or occur during Minor's 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 MINOR'S 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 OR MINOR'S LOSS OF PROPERTY, MINOR'S PERSONAL OR BODILY INJURY OR DEATH, MINOR INJURING ANOTHER PERSON AND/OR MINOR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY. THE INDEMNITY OWED BY ME**

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

IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

_____ 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 MINOR'S INJURY OR DEATH OR DAMAGE TO MY OR MINOR'S
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 THE MINOR'S NEGLIGENT OR INTENTIONAL ACT OR
OMISSION.

Signature of Legal Parent/Guardian

Date