

Activity Release and Indemnity Agreement

Participant Name (Print): _____

Legal Guardian (Print): _____

Organization: _____

Activity: _____
(Please describe specifically the Activity)

Activity Dates: _____

This is a release of liability and assumption of risk agreement. Read it carefully and sign below. Completion of this form is necessary in order to participate in this Activity. This document cannot be altered or modified by any verbal or written statements.

Initial
Releasées: The Board of Regents, The Texas State University System, Texas State University, and all regents, employees, agents, and officers for these entities.

Initial
Release: In consideration for facilitating my child's participation in the Activity described above (hereafter Activity), I release, discharge, and agree not to sue Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to my or my child's property and any injury, including death, that my child may sustain whether or not caused by the negligence of the Releasees, while participating in the Activity, supervised or unsupervised, or while in transportation to and from the Activity.

Initial
Risks: To the best of my knowledge, my child is in good health and has no physical limitations that would preclude or impede my child's participation in this Activity. I am aware of the risks and hazards connected with the Activity, and I elect to allow my child to participate voluntarily and engage in this Activity knowing that the Activity may be hazardous to my property, my child's property and my child. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I or my child may sustain as a result of being engaged in this Activity, whether or not based on the negligence or other wrongful conduct of Releasees.

Initial
Indemnity: I also agree to indemnify and hold harmless the Releasees from any and all loss, liability, damage, or costs of any nature whatsoever, including court costs and attorney's fees, that they may incur due to my child's participation in this Activity whether caused by the negligence of Releasees or otherwise. For example, I specifically agree to indemnify and hold harmless the Releasees from losses they may incur as a result of my child injuring another person or damaging another person's property while participating in the Activity.

Activity Release and Indemnity Agreement, Cont'd

_____ Intent: I intend that this Activity Release and Indemnity Agreement bind not only me, but also the
Initial members of my family and my spouse (if any), if I am alive, and my heirs, assigns, and personal representatives, if I am not alive. I intend this as a release, discharge, and promise not to sue to Releasees. I further agree that this Activity Release and Indemnity Agreement should be construed in accordance with the laws of the State of Texas.

_____ Free Act: I acknowledge that I have read and understand this Activity Release and Indemnity
Initial Agreement. I understand it and sign it voluntarily as my own free act.

I certify that I am the legal guardian of the participant, of lawful age (18 years or older) and legally competent to sign this agreement.

Signature of Legal Guardian

Date