

**Huston-Tillotson University
Liability Waiver**

I, _____ (Participant's Name), hereby acknowledge that I have voluntarily elected to participate in the following activity _____ (Name of Activity), to be held in and around _____ (Location Name), from _____ (Activity Dates). In consideration for being permitted by the University to participate in the activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with all University policies and procedures. I further agree to abide by all the rules and requirements of the activity. I acknowledge that the University has the right to terminate my participation in the activity if it is determined that my conduct is detrimental to the University, violates University regulations, or for any other reason within the University's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the activity, including the dangers, hazards, and risks inherent in the activity, including but not limited to transportation to and from the activity via private vehicle, common carrier and/or University owned vehicle, participation in the activity, overnight accommodations, weather conditions, conditions of equipment, facility conditions, negligent first aid procedures, and in any independent activities I undertake as an adjunct to the activity. I understand that as a participant in the activity I could sustain serious personal injuries, illness, property damage, or even death and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, Hereby release, waive, discharge, an covenant not to sue the University, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the activity, regardless of whether the injury, damage or death is caused by the negligence or fault of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the activity, or any adjunct to the activity, occurs or is being conducted.

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the activity.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the activity. In the event of any medical emergency, I (Initial One) do _____ do not _____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and/or hospital care that the University personnel may deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY: If any term or provision of this agreement shall be held illegal, unenforceable, or in conflict with any law governing this agreement the validity of the remaining portions shall not be affected thereby.

EMERGENCY CONTACT INFORMATION:

In the event of an emergency, please contact the following:

Name _____

Relationship to student _____

Telephone number(s) _____

Address _____

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

SIGNATURE OF PARENT/GUARDIAN IS REQUIRED FOR PARTICIPANTS UNDER EIGHTEEN (18) YEARS OF AGE:

I CERTIFY THAT I HAVE CUSTODY OF THE PARTICIPANT OR AM THE LEGAL GUARDIAN OF THE PARTICIPANT BY COURT ORDER. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I JOIN WITH THE PARTICIPANT IN GRANTING A RELEASE TO RELEASEES AS SET FORTH IN DETAIL ABOVE.

Signature of Parent or Guardian

Date