

Texas A&M University-Kingsville Assumption of Risk Indemnification Agreement

I understand and agree that the (activity) _____ of (organization) _____ of which I am involved with, involves certain risks and that regardless of the precautions taken by the organization, some bodily injuries may occur. Specific risks/hazards in involved in the activity(s) include, but are not limited to the following: normal risk associated with travel, sports or physical activity or _____.

Knowing this information, in consideration of my participation in the recognized student organization's activity, I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless the organization, Texas A&M University-Kingsville, The Texas A&M University System and its Board of Regents, the State of Texas, and their representatives, officers, advisors, agents and employees (hereinafter referred to as RELEASEES) from **ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me arising out of any travel or activity(s) conducted by or under the auspices of the RELEASEES caused by **risks associated by this activity** and/or the **negligence of the RELEASEES**. Participant acknowledges that the organization and the University/State are separate legal entities and should be treated as such.

I am fully aware that there are inherent risks involved with this activity(s) and I know of no medical reason why I should not participate. I understand and agree the organization cannot be expected to control all of the risks articulated in this form, but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility. **The RELEASEES do not** carry medical or accident insurance for the activities mentioned unless the participants are informed otherwise. As such, participants should review their personal insurance portfolio and provide that information where indicated below.

Finally, I am fully aware that there are inherent risks involved with activity(s) and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me as a result of participating in said activity **including injuries sustained as a result of the negligence of RELEASEES**. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity **including injuries sustained as a result of the negligence of RELEASEES**. I understand this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly negligent conduct.

In signing this Release, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future. I represent that I am eighteen (18) years of age or older and am otherwise competent to execute this agreement. **If the participant is younger than 18 then his/her parent or legal guardian must also sign where indicated below.**

Participant agrees to abide by all rules and regulations of _____ (organization) and Texas A&M University-Kingsville. Failure to do so will result in a disciplinary meeting with the University's Judicial Officer and assessment of appropriate sanctions.

Today's Date:	Date of Birth
Phone #:	Student ID #:
Print Your Name:	Signature:
I am the parent or legal guardian of the participant indicated above, who is under the age of 18. I agree on behalf of my child or ward to all the terms contained in this Release.	
PARENT OR LEGAL GUARDIAN SIGNATURE (if participant is younger than 18)	
Print Parent/Legal Guardian Name:	Signature of Parent/Legal Guardian

Note: adapted from Form 4 of Dean of Student's Office.