Texas State University UPPS 05.06.03 Student Travel:

Texas State University Student Travel Activity Release and Indemnity Agreement

Participant Name (Print):
Organization:
Activity:
Activity Dates:
Activity Description:

This is a release of liability and assumption of risk agreement. Read it carefully, <u>initial</u> next to EACH statement and <u>sign</u> 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.

Initials	*Please initial next to each of the following statements:
	1. Releasees: The Board of Regents, The Texas State University
	System, Texas State University, and all regents, employees, agents, and
	officers for these entities.
	2. RELEASE: IN CONSIDERATION FOR FACILITATING MY
	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 PROPERTY AND ANY INJURY, INCLUDING DEATH,
	THAT I 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.
	3. Risks: To the best of my knowledge, I am in good health and have
	no physical limitations that would preclude or impede my participation in
	this Activity. I am aware of the risks and hazards connected with the
	Activity, and I elect to participate voluntarily and engage in this Activity
	knowing that the Activity may be hazardous to my property and me. 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 may sustain as a result of being engaged in this
	Activity, whether or not based on the negligence or other wrongful
	conduct of Releasees.

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- 4. 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 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 INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.
- 5. Intent: I intend that this Activity Release and Indemnity Agreement bind not only me, but also the 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.
- 6. Free Act: I acknowledge that I have read and understand this Activity Release and Indemnity Agreement. I understand it and sign it voluntarily as my own free act.

I certify that I am of lawful age (18 years or older) and legally competent to sign this agreement.		
Signature of Participant:		
Date:		