

Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Adults)

Participant Name (Print): _____

Organization: _____

Activity: _____
(Please describe specifically the Activity)

Activity Dates: _____

This is a Release of Liability, Indemnification and Assumption of Risk agreement. Read it carefully and sign below. Completion of this form is required before you participate in the Activity. This document cannot be altered or modified by any verbal or written statements.

_____ Releases: The "Releasees" in this agreement are, The Texas State University System, Lamar University, and all regents, directors, employees, agents, and officers and volunteers of such entities.

_____ Assumption of 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 the Activity listed above (hereafter Activity). I am aware of the risks, perils and hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity and/or the acts of others. I elect to participate voluntarily and engage in the 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 the Activity, whether or not based on the negligence or other wrongful conduct of the Releasees.

_____ **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 HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION , COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, 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 LOSS OF PROPERTY, MY PERSONAL OR BODIL**



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

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

_____ **Release:** In consideration for facilitating my participation in the Activity described above, I release, discharge, and agree not to sue the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever,