Special Group Event Participant Waiver & Hold Harmless Form Department of Recreational Sports at Texas A&M University

1. In consideration for receiving permission to participate in an SPECIAL GROUP EVENT at the Student Recreation Center (herein referred to as ACTIVITY), which is sponsored by the Department of Recreational Sports at Texas A&M University (herein referred to as SPONSOR), a component member of The Texas A&M University System, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes SPONSOR, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the negligence of RELEASEES. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. 2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to:

Court Activities: Sprains, fractures, scrapes, head, and body injuries inherent in participation of

sports/recreational activities;

Swimming Pools: Possible drowning, slipping, and other injuries related to water activities/facilities;

Rock Climbing: Slips & falls from heights up to 44 feet while utilizing rock climbing facility;

and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. 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.

- 3. I also give my permission for me (my child) to receive any emergency medical treatment by a healthcare professional, including emergency medical transportation, which may be required for injuries sustained by me (my child.) I agree to indemnify and hold harmless RELEASEES for any costs incurred to treat me (my child), even if a RELEASEE has signed hospital documentation promising to pay for the treatment.
- 4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.
- 5. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

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.	
SIGNED this day of	, 20
Participant Signature:	
Printed Name:	
Date of Birth:	
Parent or Legal Guardian Signature:(If Participant is under 18 years old)	
Parent or Legal Guardian Printed Name: (If Participant is under 18 years old)	
Please provide a phone number in which you can be reached in an emergency:	
Emergency Contact:	

Relationship:

6. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as

Witness Signature:

Witness Printed Name:

Contact Number:

^{*}Participant will be provided a copy of executed form on request.