

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

Name of **Minor** (Print): _____

Name of Parent/Guardian (Print): _____

Relationship to Minor (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 the above-named Minor participates in the Activity. This document cannot be altered or modified by any verbal or written statements.

Initial Releasees: The "Releasees" in this agreement are the Board of Regents, The Texas State University System, Texas State University, and all regents, directors, employees, agents, and officers and volunteers of such entities.

Initial Assumption of Risks: To the best of my knowledge, the above-named Minor is in good health and has no physical limitations that would preclude or impede the above-named Minor's participation in the e 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 voluntarily elect to allow the above-named Minor to participate and engage in the Activity knowing that the Activity may be hazardous to my property, the above-named Minor's property and the above-named Minor. 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 or the above-named Minor may sustain as a result of being engaged in the Activity, whether or not based on the negligence or other wrongful conduct of any of the Releasees.

Initial **INDEMNIFICATION: I ALSO 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 THE ABOVE-NAMED MINOR'S 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 THE ABOVE-NAMED MINOR'S INJURIES OR DEATH, AND/OR THE ABOVE-NAMED MINOR INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

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.

Initial **Release:** In consideration for facilitating the above-named Minor's participation in the Activity I, individually and as the parent/guardian of the above-named Minor, release, discharge, and agree not to sue any of the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including without any limitation any claims of negligence, arising out of any loss or damage to my or the above-named Minor's property and/or any personal injury or death, that the above-named Minor may sustain whether or not caused by the negligence of any of the Releasees, while participating in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE 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.

Initial **Intent:** I intend that this Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Release of Liability, Indemnification and Assumption of the Risk Agreement should be construed in accordance with the laws of the State of Texas.

Initial **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

I certify that I am the parent and/or legal guardian of _____ (name of Minor), of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Legal Parent/Guardian

Date