

TEXAS SOUTHERN UNIVERSITY

Student Activity Release and Waiver of Liability and Assumption of Risk Agreement

1. **Student.** I, _____, desire to participate in the following Activity (defined below).
2. **Definitions.** For this document's purposes:
 - a. "Activity" means the following activity/trip _____, sponsored by TSU (defined below) and scheduled to occur on or about _____.
 - b. "Risk" means any danger or hazard including, without limitation: any transportation accident, personal injury, loss or destruction of property, illness or even death.
 - c. "TSU" means Texas Southern University, its governing board, officers, faculty, agents, employees, subcontractors, volunteers, and each student that TSU employs.
3. **Risks.** I recognize that whatever Risk that I face in connection with the Activity also can come from:
 - a. any act by any third party unrelated to the Activity; and
 - b. any activity not scheduled by TSU that is in addition to and not related to the Activity.
4. **Liability.** In exchange for each benefit that I receive through participating in the Activity – and on behalf of myself, my family, and anyone else who holds my legal rights – I openly and knowingly:
 - a. ACCEPT ALL LEGAL LIABILITY FOR EACH RISK, WHETHER KNOWN, UNKNOWN, DIRECT OR INDIRECT;
 - b. RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS TSU FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, CONTROVERSIES OR CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES OF ANY KIND THAT DEVELOP RELATING TO OR ARISING OUT OF THE ACTIVITY, MY PARTICIPATION IN THE ACTIVITY AND ANY RISK; AND
 - c. AGREE TO PROTECT AND INDEMNIFY TSU AGAINST AND FROM ALL CLAIMS, DEMANDS, LIABILITIES, CONTROVERSIES OR CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES OF ANY KIND INCLUDING ANY DEFENSE COSTS OR ATTORNEY'S FEES FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM THE ACTIVITY;
 - d. AGREE TO TAKE OVER AND DEFEND (PERSONALLY OR THROUGH MY REPRESENTATIVE) ANY CLAIM OR ACTION – OF WHICH TSU PROMPTLY NOTIFIES ME IN WRITING – IF BROUGHT AGAINST TSU IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.
5. **Medical.** I authorize TSU – or any other responsible party – to obtain any medical treatment that I need in connection with the Activity. I understand that I must pay all of whatever amount that treatment costs. I ALSO HOLD HARMLESS AND WILL INDEMNIFY TSU FROM ANY CLAIM, CAUSE OF ACTION, DAMAGE OR LIABILITY ARISING OUT OF OR RESULTING FROM THAT MEDICAL TREATMENT.
6. **Representations.** This document's signature shows that:
 - a. I have carefully read this document and understand its contents;
 - b. whoever signs this document does so of his/her own free will;
 - c. I am at least eighteen years of age and fully competent to sign this Agreement, or *if not*, my parent or legal guardian is signing below on my behalf;
 - d. no health-related reason or problem prevents or limits my participation in the Activity;
 - e. I have enough health insurance to cover any medical costs that apply to me in connection with the Activity as a result of injury or illness;
 - f. to the extent that I drive while participating in the Activity, I personally carry valid Automobile Liability Insurance that applies in the place in which I will drive, and this insurance includes medical payment coverage upon any accident.

THIS IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING IT.

Signature: _____

Date: _____

Printed Name: _____