Sam Houston State University Assumption of Risk and Release Academic Year

This is a release of liability and certain legal rights - Read carefully before signing

ACADEMIC YEAR

 PARTICIPANT NAME

 SPORT/EVENT

In consideration of my participation in the Sam Houston State University ("the University") above described Athletic event or trip, I understand that I/my child will be travelling via University chartered vehicle(s) and agree to the following Assumption of Risk and Release.

I understand that participation in the event is entirely voluntary and that it has inherent risks, hazards, and dangers for anyone that cannot be eliminated. I FULLY UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION transportation to, from, and around various locations that may be unfamiliar, and even weather conditions which may result in personal injury, death, or property damage. I also fully understand that the description above does not completely describe all of the risks, hazards, and dangers that may result from participation in the Event and travel with the University. I EXPRESSLY AND SPECIFICALLY ASSUME ANY AND ALL RISK OF INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM PARTICIPATION AND TRAVEL.

I AGREE that in consideration of the University's permitting my/child's participation, I (FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS) HEREBY RELEASE, HOLD HARMLESS, DISCHARGE, AGREE NOT TO SUE, AND OTHERWISE AGREE TO INDEMNIFY the University, the TEXAS STATE UNIVERSITY SYSTEM, their regents, employees, agents, and volunteers from and against any and all claims, lawsuits, and causes of action of any kind whatsoever which are related to, are aggravated by, or arise out of my/child's participation in the Event or related travel, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OF ANY KIND OR NATURE, WHETHER FORSEEN OR UNFORSEEN.

I AGREE that I, and not the University, am solely and legally responsible for providing liability insurance and health insurance for myself/my child as a participant and paying for any and all costs for medical care or treatment needed during the event, regardless of whether I have provided liability and health insurance. I also agree and hereby authorize and grant permission to the University or is agents to arrange for emergency medical treatment for me/my child and I FURTHER AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES from and against any and all injuries, damages, claims, or causes of action that are related to or may arise out of this authorization, including but not limited to paying all attorney's fees and costs of defense.

This Assumption of Risk and Release is governed by the laws of the State of Texas and becomes effective immediately upon signing. Should any part be held unenforceable, the remaining portions shall remain in full legal force and effect unless revoked in writing and delivered to the Athletic Compliance Officer.

☐ By checking this box, I indicate my understanding of the information shown and provided on this form, and it is my intent to sign the record. I certify that my answers are complete and correct and that all information documented on this form is in accordance with NCAA and the Sam Houston State University regulations. I understand that the Sam Houston State University may share this information with the NCAA and that a photocopy of this authorization shall be as valid as an original.

State Law Requirement

State law requires that you be informed of the following: (1) your consent is limited to this one transaction; (2) you are entitled to a paper copy of the documents you have signed; and (3) you are entitled to withdraw your consent to future electronic signatures.

Date: 