

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

| • | Name of Trip/Program |
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- **2.** To the best of my knowledge, I possess no physical disabilities that would prevent me from participating in the Program. I am fully aware of the risks and hazards connected with the Program based on the *Event Planning Matrix* completed by the event sponsor, including, but not limited to the activities listed and I understand that these risks can cause severe bodily injury, even death, and I hereby elect to voluntarily participate in this activity and engage in such activity knowing the activity may be hazardous to me and my property.
- **3.** By signing this Agreement, I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the Program, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
- **4.** By signing this Agreement, **I release, waive, discharge, and agree to indemnify and hold harmless** the Releasees from any and all claims, demands, actions, judgments and executions, which I or others under my control may have, or now have or will have, or which I or others under my control may claim against the Releasees resulting in any personal injury, accidents, illnesses, property damage or loss, crimes (including death) suffered or sustained by me or others under my control, including minor children, while participating in the Program and while traveling to and from related events, or while on any Alamo Community College District campus and/or property, INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, ACTIONS, JUDGMENTS AND/OR EXECUTIONS CAUSED BY ANY ALLEGED ACTS OF NEGLIGENCE BY THE RELEASEES.
- 5. It is my express intent that this Waiver of Liability, Assumption of Risk and Indemnity 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. I further agree that this Agreement shall be construed in accordance with the laws of the State of Texas.
- **6.** I further expressly agree that if any portion of the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement is held invalid, it is agreed that the remaining portion(s) shall, not withstanding, continue in full legal force and effect to the greater extent to carry out any event described in Paragraph 1 above.

- 7. I understand that if a signed **Waiver of Liability, Assumption of Risk & Indemnity Agreement** and a completed **Emergency Information Form** are not on file with Office of the Vice President of Student Affairs that I will not be permitted to participate in the Program.
- **8.** IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I am 18 years of age or older and I am competent to contract in my own name. **I have read** this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, **and I fully understand** the terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and that by signing, I agree to a complete and unconditional release of all liability to the greatest extent allowed by law.

| Done in San Antonio, Bexar County, Texas th | is day of | , 20 |
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| Student/Participant: | If Student/Participant is under 18 years of Parent/Guardian: | of age: |
| Signature | Signature | |
| Print Name | Print Name | |
| Student/Participant's Social Security No.: | | |
| WITNESS: | | |
| Signature | | |
| Print Name | | |