

STATEMENT OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

Participants in the **Sport Clubs Program at Texas State University** should know the risks inherent in the program's activities. These risks include accidents or illnesses while traveling to and from events, as well as risk of injury and even death while participating in the various club activities. These risks cannot be eliminated completely.

The Department of Campus Recreation requires that each club member maintain personal health, accident, and liability insurance policies while participating in practices or competitions. It is the club member's responsibility to obtain the policy and provide proof. It is recommended that club members have a physical examination prior to participating in club activities.

Texas State University, its employees and agents assume no liability for off-campus Sport Clubs activities. The participants in the activities are solely responsible for their health, safety and welfare. Should an accident occur to a sport's club member, it is possible that an individual student participant may be individually liable for negligence. For this, and other reasons, purchase of both accident and liability insurance is required.

If a trainer or an individual certified in first aid is provided for the club, it is with the understanding that doing so is a service provided to the club, and in no way promises or implies responsibility by Texas State University, its employees or agents, for injuries or death.

Staff or faculty advisors volunteer services to clubs function only as liaisons with the university, and do not function as insurers of club activities or of club safety, nor does the Department of Campus Recreation of Texas State University serve in this capacity.

A portion of the financial support for sport clubs is derived from the Campus Recreation Fee paid by students enrolled at the University. This funding in no way indicates that the University, its employees, or agents are insurers of sports club activities. The University may, as a fiduciary function, regulate the funding of Sport Clubs.

The use of the Texas State University name in relation to the sport club in no way indicates responsibility for debts, obligations, injuries, or other damages that may be assigned due to the activity of any sport club. Texas State University may at any time revoke the privilege of the use of its name.

RELEASE AND INDEMNITY

As a member of a recognized student organization, sponsored by the Department of Campus Recreation at Texas State University, I affirm that:

I am aware of my physical condition;

I have obtained and will maintain the required insurance;

I am voluntarily participating in the Sport Clubs Program at Texas State University; and

I am assuming all risks arising from my participation in the Sport Clubs Program.

Releasees: The Board of Regents, The Texas State University System, Texas State University and all the employees, agents, and officers for these entities (Releasees).

Assumption of Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Sport Clubs Program. I am aware of the risks and hazards connected with the activities, and I elect to participate voluntarily and engage in the Sport Clubs Program knowing that the Program may be hazardous to my property and me. 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 may sustain as a result of being engaged in the program, whether or not based on the negligence or other wrongful conduct of Releasees.

INDEMNIFICATION: I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, INCLUDING COURT COSTS AND ATTORNEY'S FEES, THAT THEY MAY INCUR DUE TO MY PARTICIPATION IN THE SPORT CLUBS PROGRAM WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM LOSSES THEY MAY INCUR AS A RESULT OF MY INJURIES AND MY INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE PROGRAM.

Release: In consideration for facilitating my participation in the Sport Clubs Program, I release, discharge, and agree not to sue Releasees for any claims demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to my property and any injury, including death, that I may sustain whether or not caused by the negligence of the Releasees, while participating in the Sport Clubs Program, supervised or unsupervised, or while in transportation to and from activities.

Intent: I intend that this Statement of Risk and Responsibility and Release of Liability, Indemnification and Assumption of 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 Statement of Risk and Responsibility and Release of Liability, Indemnification and Assumption of the Risk Agreement should be construed in accordance with the laws of the State of Texas.

This Statement of Risk and Responsibility and Release of Liability, Indemnification and Assumption of the Risk Agreement supersedes any verbal commitments to the contrary concerning the responsibility of Texas State University, its agents and employees. I verify that I have read, understand, and agree to this Statement of Risk and Responsibility and Release of Liability, Indemnification and Assumption of the 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 of lawful age (18 years or older) and legally competent to sign this agreement.

Print Name: _____ NETID: _____

Sign: _____ Date: _____

Club: _____

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