

STEPHEN F. AUSTIN STATE UNIVERSITY
ACKNOWLEDGMENT OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT

In consideration for voluntarily applying for and/or participating in First Baptist Church Family Swim Night (hereinafter referred to as "Activity"), I hereby RELEASE, WAIVE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes Stephen F. Austin State University, the Board of Regents, the State of Texas, their officers, servants, agents, volunteers, and employees (hereinafter referred to as "RELEASEES") from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, while participating in such Activity, while in, on or upon the premises where the Activity is being conducted, or in transportation to and from said premises, WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES OR ANY OTHER PERSON, IN WHOLE OR IN PART.

ACKNOWLEDGEMENT OF RISK:

I am fully aware that there are inherent risks to myself and others involved in the Activity that may result in personal injury, illness, or death, caused by: (a) engaging in the Activity or events associated with Activity; (b) traveling via any means of transportation to or from the Activity or during the duration of the Activity; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Activity or related activities; or (d) exposure to other dangerous conditions associated with the Activity. I choose to voluntarily participate in this Activity with full knowledge that this Activity may be hazardous to me and my property and ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH. I understand that the RELEASEE does not require me to participate in this Activity, but want to do so despite the possible dangers and risks. I acknowledge there may be physically strenuous activities, and I know of no medical reason why I should not participate in this Activity.

CONTAGIOUS ILLNESS:

Stephen F. Austin State University aims to deliver its mission while protecting the health and safety of the university community and minimizing the potential spread of disease within its community. On- and off-campus experiences, like any other activity that exposes an individual to the public, have always presented a risk that one might come in contact with a contagious disease or virus. Currently, the most notorious risk is exposure to COVID-19. Symptoms common to COVID-19 include fever, cough, chills, muscle pain, sore throat, and shortness of breath. In rare instances, COVID-19 can lead to severe respiratory problems, kidney failure, or death. By participating in this Activity, I acknowledge and accept the risks associated with being exposed to a contagion, including COVID-19. I agree to follow the university and premises health and safety protocols, including any disclosure, distancing, quarantine, personal protective equipment (PPE), or temperature monitoring requirements. I accept that the university cannot ensure an environment free of contagions, and will monitor my own personal health status and determine whether participation in this Activity is in my best interest.

INDEMNITY:

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, INJURIES (INCLUDING DEATH), OR DAMAGES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND EXPENSES, WHICH MAY OCCUR TO MYSELF, OTHER PARTICIPANTS, OR MY PROPERTY ARISING OUT OF MY PARTICIPATION IN THIS ACTIVITY, WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES OR ANY OTHER PERSON, IN WHOLE OR IN PART.

MEDICAL TREATMENT:

I hereby consent to any medical treatment that may be required as a result of any injury or illness arising out of participation in this Activity or related activities. I acknowledge that the university does not provide health and accident insurance for participants engaged in this Activity or related activities, and voluntarily assume all financial responsibility of such medical treatment. I am advised to review and seek my own personal medical coverage prior to participating in this Activity.

BINDS HEIRS:

It is my express intent that this 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, and is governed by the laws of the State of Texas.

CONDUCT AND COMPLIANCE WITH LAWS AND POLICIES:

I agree to comply with all applicable federal, state, and local laws, and university operating policies and direction while engaging in this Activity.

DAMAGE TO FACILITIES/PROPERTY:

I acknowledge and agree that I am financially responsible for any damage caused to the premises or any other property, to extent caused by my willful misconduct or sole or joint negligence.

GOVERNING LAW/VENUE:

This Agreement shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Agreement is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. The sole proper place of venue for any dispute arising out of this Agreement shall be in Nacogdoches County, Texas.

In signing this Agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the terms contained in this Agreement have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the terms of this Agreement now and in the future.

SIGNATURE: _____ Date: _____

PRINTED NAME: _____

If the Participant is under 18, I am signing as a parent or guardian to reflect my agreement to indemnify (that is, protect by payment or reimbursement) RELEASEES from any claim which may be brought by or on behalf of the Participant, or any member of the Participant's family, for injury or loss resulting from those inherent risks of this Activity, and from the negligent or willful misconduct of the Participant, RELEASEES, or any other person.

PARENT OR LEGAL GUARDIAN SIGNATURE: _____
(If Participant is under 18 years old)

PARENT OR LEGAL GUARDIAN PRINTED NAME: _____
(If Participant is under 18 years old)

Date: _____