
at St. Mary's University
ASSUMPTION OF RISK AND WAIVER OF LIABILITY FORM

PARTICIPANT NAME: _____

In order to participate in the above referenced Program/Club/Clinic/Camp/Retreat/Activity ("Program"), each participant must submit a signed version of this Assumption of Risk and Waiver of Liability Form. Participants who have not submitted a signed form will not be permitted to participate in Program/Club/Clinic/Camp/Retreat/ activities until a signed copy is received.

PARTICIPANT AGREEMENT

I agree to participate in the above Program/Club/Clinic/Camp/Retreat/Activities ("Program") and affirm that my participation in such Program is completely voluntary. I understand that there are risks inherent in the activities I will engage in during the Program which may cause serious injury or even death. I also understand that, despite safety precautions, neither the Program nor St. Mary's University can guarantee that I will not be injured. I am willing to assume these risks. To minimize the risk, I will obey all the rules, regulations, and instructions of the Program.

In consideration for my participation in the Program, I agree to the following terms for myself:

1. **ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE & AGREEMENT NOT TO SUE:** In consideration for permitting me to participate in the Program, I voluntarily agree, for myself, my heirs, executors, and administrators, to the following: **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, 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 training for, participating in, or traveling to or from the Program.
2. **RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, & AGREE NOT TO SUE:** I hereby agree to **RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, & AGREE NOT TO SUE** the person or entity responsible for administering the Program, St. Mary's University, or its trustees, officers, employees, agents, students, and staff (hereinafter referred to as "Releasees") from any and all liability, claims, actions, demands, expenses, attorney's fees, breach of contract actions, breach of statutory duty, or other duty of care, warranty, strict liability actions, and causes of action whatsoever that I might now have or may acquire in the future, 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 training for, traveling to or from, or participating in the Program.
3. **INDEMNITY & DEFENSE:** I agree to indemnify and defend the Releasees against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the Releasees or any others, injury or death that may result to me or to anyone else as the result of my actions.
4. **REPRESENTATIVES:** I enter into this agreement for myself and my heirs, assigns, and legal representatives.
5. **INSURANCE:** I understand that St. Mary's University does not carry insurance to cover any possible losses the undersigned may incur as a result of my voluntary participation in the Program. The undersigned are encouraged to undergo a medical physical exam and purchase health insurance prior to any and all participation that will be effective inside and outside the United

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States of America, including, but not limited to, those foreign countries the undersigned will visit during the Program.

6. **MEDICAL CARE:** I understand and agree that St. Mary's University may not be able to provide medical personnel at all times during the Program. I hereby give my consent to a faculty or staff member, a fellow participant and/or student, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me with medical assistance and/or treatment in the event of an emergency. I also agree to allow St. Mary's University to share any and all medical information about me with any party called to assist in my care. Finally, I agree to **SAVE AND HOLD HARMLESS AND INDEMNIFY** the Releasees from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon the Releasees because of any defect in or lack of such capacity to so act, or caused or alleged to be caused, in whole or in part, by the negligence of any individual providing such medical care to me.
7. The protections provided by this agreement only enhance those protections already provided by the laws of Texas.
8. **SEVERABILITY:** If any provision of this agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity, or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity of enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this agreement.
9. **ACKNOWLEDGEMENT:** I HAVE READ AND UNDERSTAND THIS AGREEMENT AND REALIZE IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DO SO FREELY AND VOLUNTARILY. MOREOVER, I UNDERSTAND THAT MY PARTICIPATION IN THE ABOVE NOTED PROGRAM IS VOLUNTARY.

PHOTO RELEASE: I give permission for photographs taken of me while participating in the Program to be used in marketing and public relations material in the promotion of Program (if applicable).

By signing below, I acknowledge that I have read, understand, and agree to the terms outlined above:

Printed Name (print): _____

Signature _____ Date _____