

at St. Mary's University
ASSUMPTION OF RISK, WAIVER OF LIABILITY and
PARENT/GUARDIAN PERMISSION FORM

PARTICIPANT NAME: _____

In order to participate in _____, each participant must submit a signed version of this Assumption of Risk, Waiver of Liability and Parent/Guardian Permission Form. Participants who have not submitted a signed form will not be permitted to participate in Program/Camp/Clinic activities until a signed copy is received.

PARENT/GUARDIAN AGREEMENT

I agree to allow my child/ward ("child") to participate in the above Program/Camp/Clinic ("Program") and affirm that my child's participation in such Program is completely voluntary. I understand that there are risks inherent in the activities my child 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 my child will not be injured. My child/ward and I are willing to assume these risks. To minimize the risk, I have instructed my child to obey all the rules, regulations, and instructions of the Program.

In consideration for my or my child's participation in the Program, I agree to the following terms for myself and/or my child:

1. **ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE & AGREEMENT NOT TO SUE:** In consideration for permitting me and/or my child 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 and/or my child, or any loss or damage to property owned by me and/or my child, 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 and/or my child 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 and/or my child, or to any property belonging to me and/or my child, 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 and/or my child or to anyone else as the result of my and/or my child's actions.
4. **REPRESENTATIVES:** I enter into this agreement for myself and my heirs, assigns, and legal representatives.

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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 and/or my child's voluntary participation in the Program. The undersigned and/or his or her child 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 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 and/or my child 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 and/or my child with any party called to assist in my and/or my child's 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 and/or my child.

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 AND/OR MY CHILD'S PARTICIPATION IN THE ABOVE NOTED PROGRAM IS VOLUNTARY.

PHOTO RELEASE: I give permission for photographs taken of me and/or my child while participating in the Program to be used in marketing and public relations material in the promotion of Program.

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

Printed Name (print): _____

Signature _____ Date _____

Printed Name of Participant if Signed by a Parent/Guardian: _____