Academy For Lifelong Learning

PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT

PARTICIPANT: (Name and Address)

_____

_____

_____

FACILITY:

☐ LSC-Cy-Fair
___Fairbanks Center

☐ LSC-Kingwood
___EMCID Center

☐ LSC-Montgomery
___Conroe Center

☐ LSC-North Harris
___Greenspoint Center
___Carver Center

☐ LSC-Tomball
___Willow Chase Center

☐ LSC-University Center

☐ LSC-University Park

DESCRIPTION OF ACTIVITY OR TRIP:

_____

_____

_____

LOCATION: _____

DATE(S): _____

I, the above-named Participant, am eighteen (18) years of age or older, and have voluntarily applied to participate in the above Activity or Trip. I acknowledge that the nature of the Activity of Trip may expose me to hazards or risks that may result in my illness, personal injury, or death, and I understand and appreciate the nature of such hazards and risks. I represent that I am physically able, with or without accommodation, to participate in the above-referenced Activity or Trip, am able to use the equipment and/or supplies associated with the Activity or Trip, and have obtained all required immunizations.

In consideration of my participation in the Activity or Trip, on behalf of myself, my family, heirs, and personal representative(s), I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the above named College, its governing board, officers, employees, and representatives (collectively the "Releasees") from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity or Trip, whether caused by negligence of the Releasees, or otherwise. I further agree to indemnify and hold harmless the College and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Activity or Trip.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

I understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Release and hold harmless Agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Activity or Trip.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless Agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the College does not require me to participate in this Activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age, and am fully competent to sign this Agreement; and that I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Activity or Trip.

Should I require emergency medical treatment as a result of accident or illness arising during the Activity or Trip, I consent to such treatment. I acknowledge that the College does not provide health and accident insurance for participants in the Activity or Trip and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify College representatives in writing if I have medical conditions about which emergency medical personnel should be informed.

I authorize the College to use or show any photos of the event which include me or my likeness.

I further agree that this Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

_____ _____
Signature of Participant Date

_____ _____
Signature of Witness Date

Note: Modification of This Form Requires Approval of the LSCS OGC.

Standard Form Approved
by the Lone Star College System
Office of General Counsel