

UNIVERSITY OF NORTH TEXAS
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in _____ and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the University of North Texas, the Board of Regents of the University of North Texas, the State of Texas, their officers, servants, agents, or employees, (hereinafter referred to as RELEASEES) from any and all liability, 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, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of the risks and hazards connected with the activity including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE 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 being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the university concerning student conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said program and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by UNT to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the program or the transportation to and from said program.

IN SIGNING THIS RELEASE AS A PARTICIPANT IN _____, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; or, if I am under eighteen (18) years of age, my parent or legal guardian's approval and signature have been obtained; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20__.

Participant's signature (required)

(witness)

(witness)

IN SIGNING THIS RELEASE, AS THE PARENT OR LEGAL GUARDIAN OF _____, I ACKNOWLEDGE AND REPRESENT THAT I AGREE TO MY CHILD'S PARTICIPATION IN _____. I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

Parent's or Legal Guardian's signature (required for participants under 18 years of age)

(witness)

(witness)
(see over)

ACTIVITIES OFFERED AND POSSIBLE INJURIES WHICH MAY OCCUR

There are risks involved when participating in the following activities offered. Some of the possible injuries and bodily harm which can occur through participation in the activities are listed below. This list is provided to make the prospective participant aware of the possibilities of injuries which may be sustained. The individual is completely responsible for his/her own safety and health.

- | | |
|-----------------|------------------------|
| Flag Football | Badminton |
| Soccer | Tennis |
| Basketball | Racquetball |
| Softball | Pickle Ball |
| Volleyball | Innertube Waterpolo |
| Fun Runs | Bicycling |
| Swimming Meet | Golf |
| Track and Field | Various special events |

POSSIBLE INJURIES:

strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (such as abrasions, incision, lacerations, punctures), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in extreme case--death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES:

head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdomen, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries, veins and brain.

I HAVE REVIEWED THE ABOVE INFORMATION AND AM AWARE OF THE RISKS INVOLVED IN PARTICIPATING IN ACTIVITIES AND THE POSSIBLE INJURIES WHICH MAY OCCUR. I FREELY AND VOLUNTARILY AGREE TO PARTICIPATE IN ANY AND/OR ALL OF THE ACTIVITIES LISTED HERE WHICH ARE OFFERED IN THE PROGRAM.

Participant's signature (required)

(date)

Parent's or Legal Guardian's signature (required for participants under 18 years of age)