

## University of North Texas

family friends fun.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- In consideration for participants of fun runs (names listed on back), receiving permission to participate in the University of North Texas Family Weekend Mean Green 5K Run/1 Mile Walk, I hereby RELEASE, WAIVE, DISCHARGE AND **COVENANT NOT TO SUE** the University of North Texas, its' Board of Regents and its' officers, servants, agents, employees, student leaders, volunteers, and others (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever, whether or not such liability is based on negligence, arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child/myself or to any property belonging to my child/myself, whether caused by the negligence of UNT or otherwise, while participating in the sport or while in, on, upon, or traveling to and from any program activity where it is being conducted.
- I am fully aware of the RISKS AND HAZARDS (described on the reverse side) connected with allowing my child/myself to participate in this activity, including the risk of physical injury or disability as the result of such injury, and I hereby allow my child/myself to voluntarily participate in said activity, and to enter the above named premises and engage in such activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained by my child/myself, or any loss or damage to property owned by my child/myself as a result of being engaged in such an activity.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs that may incur due to my participation in said activity.
- 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. 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.
- I understand that the Releases will not be responsible for any medical costs associated with an injury that my child/myself 5. may sustain.
- 6. I further agree to become familiar with and inform my child/myself of the rules and regulations for the club's student conduct and agree that my child/myself will not 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 for my child/myself the complete risk of any activity done in violation of any rule, directive, or instruction.
- I also understand that I should and am urged by UNT to obtain adequate health and accident insurance to cover any personal injury to my child/myself, which may be sustained during the program or the transportation to and from said program and activities.
- This WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is for the current academic year (2010-2011). All clauses herein apply to each and every activity related to the intramural activity during the above stated academic year.

IN SIGNING THIS RELEASE, 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; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 19th day of September, 2015.

## POSSIBLE INJURIES, WHICH MAY OCCUR

There are risks involved when participating in the sport of Fun Runs. It is required that all club participants use all required safety equipment that is required to compete during both practice and competition. Listed below are some of the possible injuries and bodily harm, which can occur through participation or from traveling to and from intramural events. 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.

POSSIBLE INJURIES RELATED TO FUN RUNS: Potential hazards that may result in injury that are specific to Fun Runs include but are not limited to being hit by a car, stepping off a curb, and any injuries from running, jumping, twisting, or common running related injuries from slipping, tripping, or running surface (i.e. streets, sidewalks, etc.).

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, convulsions), 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 an extreme case - death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES: head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, 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/my child have reviewed the above information and am aware of the risks involved in participating in club activities and the possible injuries, which may occur. I/my child freely and voluntarily agree to participate in the activity listed here.

## ABSTAIN FROM THE USE OF ILLEGAL DRUGS AND ALCOHOLIC BEVERAGES WHILE PARTICIPATING IN OR TRAVELING TO AND FROM THIS ACTIVITY.

FAMILY NAME(S):		SPORT: 5K Fun Run		
DATE	NAME (PLEASE PRINT)	AGE	PARTICIPANT'S SIGNATURE & DATE	PARENT/LEGAL GUARDIAN (IF UNDER AGE 18)