WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF BEXAR §

1. I, _____ [*print name*], hereby acknowledge that I have voluntarily chosen to use the facilities and participate in the activities of the **Northwest Vista College Recreation Center**. The activities of the Northwest Vista College Recreation Center include, but are not limited to, Aerobic Classes, Fitness Classes, Open Recreation, Weight Training, and other events (hereinafter called "**activity**" or "**activities**").

2. **I understand the risks involved in the activities**. I recognize that each activity involves risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, serious bodily injury or death. I further recognize that my participation in the activities may lead to minor or serious bodily injury to the head, neck and back; and injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system; injury to internal organs; and injury or impairment to other aspects of the body, general health, and well-being. I understand the danger and risk of participating in the activities may not only result in bodily injury, but also in impairment of future abilities to earn a living; to engage in other business, social, and recreational activities; and generally to enjoy life. I also understand that participation in the activities involve risks incidental thereto, including but not limited to, travel to and from competitions, practices, classes; limited availability of immediate medical assistance; and the possible negligent or reckless conduct of other participants. I am voluntarily participating in the activities with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death. It is intended that the Alamo Community College District, its Board of Trustees, Officers, Employees, Representatives, Agents or others acting on behalf of the Alamo Community College District not be liable for any injury or harm that may happen to me or others under my control, including minor children, while I am participating in and/or traveling to/from any activities.

3. **I understand** there are other risks not described above, not known to me now or not reasonably foreseeable at this time that are associated with the activities. However, I acknowledge and accept those risks as well.

4. In consideration of my participation in the activities, and to the fullest extent permitted by law, **by signing this Waiver of Liability, Assumption of Risk and Indemnity Agreement, I release, waive, discharge, and agree to indemnify** the Alamo Community College District, its Board of Trustees, Officers, Employees, Representatives, Agents or others acting on behalf of the Alamo Community College District, from any and all claims, demands, actions, judgments and executions, which I or others under my control may have, or now have or will have, or which I or others under my control may claim against the Alamo Community College District, its Board Of Trustees, Officers, Employees, Representatives, Directors, Agents or others acting on behalf of the Alamo Community College District resulting in any personal injury, accidents, illnesses, property damage or loss, crimes (including death) suffered or sustained by me or others under my control, including minor children, while participating in the activities of the Northwest Vista College Recreation Center, or while on any Alamo Community College District campus and/or property, INCLUDING BUT NOT LIMITED TO

CLAIMS, DEMANDS, ACTIONS, JUDGMENTS AND/OR EXECUTIONS CAUSED BY ANY ALLEGED ACTS OF NEGLIGENCE BY THE ALAMO COMMUNITY COLLEGE DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, DIRECTORS, AGENTS OR OTHERS ACTING ON BEHALF OF THE ALAMO COMMUNITY COLLEGE DISTRICT.

5. **I understand** that Alamo Community College District and Northwest Vista College Recreation Center strongly recommend that I consult with a physician prior to engaging in strenuous physical activity. **I acknowledge** that I am in good physical condition to engage in strenuous physical activity, including, but not limited to the activities offered through Northwest Vista College Recreation Center. If my physical condition changes at any time, I will voluntarily withdraw from the activities.

6. **I further understand** that this Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement is held invalid, I expressly agree that the remaining portion(s) shall, not withstanding, continue in full legal force and effect.

7. **I am 18 years of age or older and I am competent to contract in my own name.** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, and I fully understand the terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and that by signing, **I agree to a complete and unconditional release of all liability to the greatest extent allowed by law**.

Done in San Antonio, Bexar County, Texas this _____ day of _____, 20____.

_____
Signature

_____
Printed Name

Witness:

_____
Signature

_____
Printed Name