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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ College | CONSENT TO TREATMENTRELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT |

1. In consideration for receiving permission to participate in an Alamo Community College District (“Alamo Colleges District”), activity involving physical exertion, physical skill and presenting an inherent risk, including, without limitation [*describe activity*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Activity”), which may include risks of travel, I, the undersigned, voluntarily and knowingly sign this agreement with the clear intention of giving up the rights and obligations listed in this Agreement on behalf of me or my minor child, as applicable (“Participant”). It is intended that Alamo Colleges District, its Board of Trustees, officers, employees, students, volunteers, representatives, agents, contractors or others acting on behalf of the Alamo Colleges District (excluding common carriers), plus those persons and entities sponsoring, conducting or allowing uncompensated access to their property for any Activity (hereinafter referred to as “Protected Parties”) not be liable for any injury or harm that may happen to me or others under my control, including minor children, throughout the Activity and while traveling to and from events and activities of any kind related to the Activity. This Agreement shall apply to any Activity in which the designated Participant participates occurring coincident with or after my signature hereto.
2. I acknowledge that engaging in this Activity may require a degree of skill and knowledge that the Participant may lack. I acknowledge that College students, employees, volunteers or contractors (“Trainers”) have been available answer any questions that I might have posed regarding the physical demands and the inherent risks of the Activity. Furthermore, Trainers have difficult jobs and are not infallible. They may not be fully aware of each Participant’s fitness or abilities and cannot foresee and warn against all risks. Although Alamo CollegesDistrict has taken reasonable steps to provide Participants with appropriate equipment and skilled Trainers, I understand the Activity involves inherent risk that cannot be eliminated without destroying its unique character**.** These risks can result in, without limitation, loss of or damage to equipment, accidental injury or illness or, in extreme cases, permanent disability or death. I understand that the description of these risks is not complete and voluntarily agree to participation and to assume and accept full responsibility for all risks of the Activity whether or not identified herein.
3. I have considered whether the Participant is in sufficiently good health and physical condition for participation in the Activity to be prudent, have consulted a physician if I thought this to be appropriate, and have made an independent determination for participation with the knowledge that the Protected Parties will make no such determination.
4. By signing this Agreement, I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by Participant, or any loss or damage to property owned by Participant, as a result of being engaged in the Activity, including but not limited to the events and activities listed above, WHETHER CAUSED BY THE NEGLIGENCE, ANY OTHER FAULT OR STRICT LIABILITY OF THE PROTECTED PARTIES or otherwise.
5. By signing this Agreement, I release, waive, discharge, and agree to indemnify and hold harmless the Protected Parties from any and all complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties (collectively, “Claims”) which I (and Participant, if I am signing on behalf of another) or others under my control or claiming through now have or will have in the future against any and all of the Protected Parties, including, without limitation, those resulting from any accidents, illnesses or other personal injury (including death), loss of or damage to property, economic loss, victimization by crime or any other loss suffered or sustained by me or others under my supervision or control, including minor children, while participating in the Activity and while traveling to and from Activity sites or incident to meals or lodging, or while on any Alamo Colleges District campus and/or property, INCLUDING, WITHOUT LIMITATION, CLAIMS ALLEGEDLY CAUSED BY ANY ALLEGED NEGLIGENCE OF ANY ONE OR MORE PROTECTED PARTIES.
6. It is my express intent that this Agreement shall bind the members of my family if I am alive, and my heirs, assigns and personal representatives if I am deceased. I further agree that this Agreement shall be construed in accordance with the internal laws of the State of Texas.
7. Without in any way increasing the duties of any Releasee beyond the requirements of applicable law, I hereby agree that if during the course of or as a result of an Activity I am unable to give my written consent due to unconsciousness, disorientation or other mental incapacity, or if I sign on behalf of my minor child I am unable to be reached during an emergency, I hereby irrevocably consent to any first aid activities, and any medical, surgical or hospital procedures or care, including blood transfusions, that may be performed in good faith by licensed medical professionals, and also by any Releasee in the sole case of first aid, and further agree that I am solely responsible for all appropriate charges for such services. To assist responders in a medical emergency, without in any way reducing the scope of the other provisions of this Agreement, I list below any known medical conditions that might bear upon the Participant’s medical or surgical treatment, including, without limitation, dizziness or lack of coordination, prior concussion, allergies to medicines or medicines or conditions with excess bleeding risks: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. I further expressly agree that if any portion of this Agreement is held invalid, it is agreed that the remaining portion(s) shall, notwithstanding, continue in full legal force and effect and apply to any Activity involving the College.
2. I ACKNOWLEDGE AND REPRESENT THAT I have read this Agreement, and I fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue, on behalf of myself, my child, and persons under the control of the Participant or me. I acknowledge that I am signing this 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. Unless my parent or guardian has counter-signed, I represent that I am at least 18 years of age and competent to contract in my own name.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

 If Student/Participant is under 18 years of age:

Participant: Parent/Guardian:

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Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Print Name

Participant’s Banner ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_