

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF BEXAR

1. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN AND/OR ENTER ONTO ANY ALAMO COMMUNITY COLLEGE DISTRICT ("ACCD") CAMPUS AND/OR ANY OFF-CAMPUS PROPERTY IN WHICH ACCD HOLDS ANY ACTIVITY, TRAINING, OR OTHER EVENT, I, [Print Name] VOLUNTARILY AND KNOWINGLY SIGN THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT WITH THE CLEAR INTENTION OF GIVING UP THE RIGHTS AND OBLIGATIONS LISTED IN THIS AGREEMENT.

2. By signing this Agreement, I specifically release, waive, discharge, and agree to indemnify ACCD, its Board of Trustees, Officers, Employees, Representatives, Agents or others acting on behalf of ACCD, 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 ACCD, its Board Of Trustees, Officers, Employees, Representatives, Directors, Agents or others acting on behalf of ACCD resulting from, relating to, or arising out of any personal injury, accidents, illnesses, property damage or loss, crimes (including death) suffered or sustained by me, my child, or others under my control, including minor children, while participating in [Print Name of Activity/Program/Event], INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, ACTIONS, JUDGMENTS AND/OR EXECUTIONS CAUSED BY ANY ALLEGED ACTS OF NEGLIGENCE BY ACCD, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, DIRECTORS, AGENTS OR OTHERS ACTING ON BEHALF OF THE ALAMO COMMUNITY COLLEGE DISTRICT.

3. I further expressly agree that if any portion of the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement is held invalid, it is agreed that the remaining portion(s) shall, notwithstanding, continue in full legal force and effect to the greater extent to carry out any event while I am participating in the Activity/Program/Event described in Paragraph 2 above.

4. It is my express intent that this Waiver of Liability, Assumption of Risk and Indemnity Agreement shall bind the members of my family and spouse, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased. I agree to save and hold harmless, indemnify, and defend ACCD, its Board of Trustees, Officers, Employees, Representatives, Agents or others acting on behalf of ACCD, from any claim by me or my family and spouse, arising out of, resulting from, or relating in any way to my participation in the Activity/Program/Event.

5. In signing this Release, I acknowledge and represent that I have become fully informed of the content of this Agreement by reading it before signing it, and by signing this document as the my own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. 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__.

Student/Participant: If Student/Participant is under 18 years of age: Parent/Guardian:

Signature

Signature

Print Name

Print Name

Student/Participant's Social Security No. (last 4 digits): xxx-xx-

WITNESS:

Signature

Print Name