****

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ College

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

1. IN CONSIDERATION OF BEING PERMITTED ENTRY ONTO ANY ALAMO COMMUNITY COLLEGE DISTRICT (“ACCD”) CAMPUS AND/OR ANY OFF-CAMPUS PROPERTY AT WHICH ACCD HOLDS ANY ACTIVITY, TRAINING, OR OTHER EVENT, AND/OR PARTICIPATION IN SAME, THE UNDERSIGNED AGREES AS FOLLOWS.
2. **I release, waive, discharge, and agree to indemnify and hold harmless** ACCD, its Board of Trustees, officers, employees, representatives, agents, volunteers, contractors or others acting on behalf of ACCD (excluding common carriers), plus those persons and entities sponsoring, conducting or allowing uncompensated access to their property for the Program as herein defined (collectively, “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 or others under my control now have or will have in the future against Protected Parties, including, without limitation, those resulting from or relating to any accidents, illness or other personal injury (including death), property damage, economic loss, victimization by crime, or any other loss suffered or sustained by me, my child, or others under my control, including minor children, while participating in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (“Program” and “Participants,” respectively), INCLUDING, WITHOUT LIMITATION, CLAIMS ALLEGEDY CAUSED BY ANY ALLEGED NEGLIGENCE OF ANY ONE OR MORE PROTECTED PARTIES.
3. I further agree that if any portion of this Agreement is held invalid, the remaining portions shall, notwithstanding, continue in full legal force and effect to the greatest extent permissible.
4. I intend that this Agreement shall bind all members of my family, 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 Protected Parties from any claim by me or my family and spouse, arising out of, resulting from, or relating in any way to participation of a Participant in the Program.
5. **I am 18 years of age or older and I am competent to contract in my own name unless my parent or guardian signs.** I have read this 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**.

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

|  |  |  |
| --- | --- | --- |
|  | | |
| If Student/Participant is under 18 years of age: **Student/Participant: Parent/Guardian:**    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Signature    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name Print Name  **Student/Participant’s Banner ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |