

Release and Waiver of Liability Agreement

1. In consideration for receiving permission to _____

_____ (hereinafter "Activity"),
I hereby **release, waive, and discharge** the University of Houston-Victoria, The University of Houston System, their officers, agents, servants, or employees (hereinafter referred to as **releasees**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **whether caused by the negligence of the releasees**, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted. I further covenant not to sue the releasees for any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **whether caused by the negligence of the releasees**, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with the Activity. **I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such Activity, **whether caused by the negligence of releasees or otherwise**.

3. I further hereby agree to indemnify and hold harmless the releases from any loss, liability, damage or costs, including court costs and attorney fees, that may be incurred due to my participation in said Activity, **whether caused by negligence of releasees or otherwise**.

4. I understand that releases do not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Release and Waiver of Liability Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative(s), if I am deceased, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the above-named **releasees**. I hereby further agree that this Release and Waiver of Liability Agreement shall be construed in accordance with the laws of the State of Texas.

6. **In signing this Release, I acknowledge and represent that** I have read the foregoing Release and Waiver of Liability 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 execute this release for full, adequate and complete consideration fully intending to be bound by same.

RELEASOR

Signature _____

Printed Name _____

Address _____

City, State, Zip _____

WITNESS

Signature _____

Printed Name _____

Address _____

City, State, Zip _____