



PARTICIPANT WAIVER AND HOLD HARMLESS FORM • ST. EDWARD'S UNIVERSITY

1. In consideration for receiving permission to participate in _____, which is sponsored by the St. Edward's University Athletic Department, I hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, sponsor and St. Edward's University and their respective officers, trustees, agents, employees, servants and volunteers (collectively, the "Released Parties") FROM AND AGAINST ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS AND CLAIMS FOR DAMAGES OF ANY KIND, INCLUDING CLAIMS ARISING OUT OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR LOSS (collectively "Losses"), that result from or arise in connection with my participation in the Activity, or that occur while I am on the premises owned or leased by any Released Party, **including Losses resulting from the negligence of any RELEASED PARTY**. I understand the Activity may involve physically strenuous activities. I know of no medical reason why I should not participate.

2. I am aware that playing or practicing to play/participate in any sport can be dangerous in nature involving **MANY RISKS OF INJURY**. I understand that the dangers and risks of playing or practicing to play/participate in the above sport include, but are not limited to, death; serious neck and spinal injuries which may result in complete or partial paralysis; brain damage; serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the muscular skeletal system; serious injury to virtually all internal organs; and serious injury or impairment to other aspects of my body, general health and well-being. I understand that the dangers and risks of playing or practicing to play/participate in the above sport may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

Because of the dangers of participating in the above sports, I recognize the importance of following coaches' instructions regarding playing techniques, training and other team rules, etc., and to agree to obey such instructions. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said activity **including injuries sustained as a result of the negligence of any RELEASED PARTY**. I further agree to indemnify and hold harmless the RELEASED PARTIES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.

3. I am aware that I should review my personal insurance coverage with respect to the risks I am assuming in connection with the Activity.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this _____ day of _____, (Year) _____

Participant Name (Please Print)

Participant Signature

Parent/Legal Guardian Signature

Witness Signature

Parent/Legal Guardian Name (Please Print)

Witness Printed Name