

RELEASE & WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
In favor of Texas State Technical College

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release & Waiver of Liability and Assumption of Risk Agreement (hereinafter referred to as the "Agreement"), executed on _____ by _____ (hereinafter referred to as "Participant") and _____ (the adult parent or guardian of Participant, hereinafter referred to as "Guardian"), in favor of Texas State Technical College, its regents, officers, administrators, employees and students, hereinafter referred to cumulatively as "TSTC", is legally binding. Participant and Guardian may hereinafter collectively be referred to as "We".

We, the Participant and Guardian desire that Participant be allowed to participate in the _____ (hereinafter referred to as the "Activity") on the Texas State Technical College campus in Waco, Texas, and any such related activities whether on the property of TSTC or other locations. We understand and are aware that such Activity and any such related activities could entail the following, but is not limited to, **the operation and use of various equipment and tools**, and that such Activity carries with it the potential risk of death, bodily injury, and property loss to the Participant. We agree that TSTC is not responsible for any damage to the Participant's property. We agree that TSTC is not responsible for any injury to or death of the Participant due to taking part in the Activity, and We will hold harmless TSTC from all liability for any damage to Participant's property or any injury to Participant's person that may occur during the Activity. Furthermore, We assure and ensure TSTC that Participant has the requisite skills, qualifications, training, and physical conditioning to participate safely in the Activity, and that Participant has all proper insurance required to participate in the Activity. Participant and Guardian freely and voluntarily executes this Agreement, which further includes the following terms:

1. RELEASE AND WAIVER. We hereby release, and forever discharge TSTC from any and all liability, claims and demands of whatever kind either in law or in equity, which arise or may hereafter arise from Participant participating in the above listed Activity and any such related activities with TSTC. We understand and agree that this Agreement discharges TSTC, its regents, officers, administrators, employees and students from any liability or claim that Participant or Guardian may have against any or all of them with respect to any bodily injury, personal injury, illness, death or property damage that may result from TSTC regents, officers, administrators, employees, students and other volunteers for actions related to the above listed Activity or any such related activities. We also understand that TSTC does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, life, or property insurance, in the event of damage to property, injury or death of Participant.

2. ASSUMPTION OF RISK. Participant and Guardian understand that the above listed Activity and any such related activities may be hazardous, cause bodily injury, death or damage to property. Participant and Guardian hereby expressly assume any and all risks associated with the above listed Activity or such related activities.

3. INSURANCE. We understand that TSTC does not carry or provide insurance coverage for any of Participant's personal or real property or for any general liability.

4. PHOTOGRAPHIC RELEASE. We hereby grant unto TSTC rights to any and all photographic or video images taken of Participant for internal use or for reasons of publicity.

5. OTHER. Participant and Guardian agree that this Agreement is intended to be as broad and inclusive as permitted by local, state and federal laws. Participant and Guardian agree that in the event that any provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remainder of this Agreement, which shall continue to be held enforceable.

Participant's Signature

Guardian's Signature

Participant's Printed Name
Street Address: _____
City, State, Zip: _____
Date: _____

Guardian's Printed Name
Street Address: _____
City, State, Zip: _____
Date: _____