

**STEPHEN F. AUSTIN STATE UNIVERSITY SPORT CLUB PROGRAM
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for participating in _____ (Sport Clubs) and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stephen F. Austin State University (SFA), the Board of Regents, the State of Texas, their officers, servants, agents, and 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 to any 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 or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. 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 an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by SFA to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
8. I ALSO UNDERSTAND THAT THE PARTICIPANTS ARE INDIVIDUALLY RESPONSIBLE FOR DAMAGE TO THE FACILITIES AND THE ATTENDING SPONSOR SHALL BE RESPONSIBLE FOR SUPERVISION OF PARTICIPANTS ATTENDING WITH SAID SPONSOR. SFA IS NOT RESPONSIBLE FOR SUPERVISION OF PARTICIPANTS.

POSSIBLE INJURIES WHICH MAY OCCUR

There are risks involved when participating in the following sports program offered: _____ (Sport Clubs). Some of the possible injuries and bodily harm which can occur through participation in the programs are listed below. This list is provided to make the prospective participant aware of the possibilities of injuries which may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, abscessions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES: head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries and veins, brain.

I/my child have reviewed the above information and am aware of the risks in participating in sports programs and the possible injuries which may occur. I/my child freely and voluntarily agree to participate in any and/or all of the activities listed here which are offered in the (Sport Clubs).

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless 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 am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20__.

Participants

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