



Waiver, Indemnification, and Media Release Form

- 1. EXCULPATORY CLAUSE.** In consideration for receiving permission for my child's participation in any and all activities of the Orientation/Welcome Days/Xcursions (herein referred to as "Event"), which is sponsored by *Houston Christian University*, (herein referred to as "sponsor"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, Houston Christian University, the Board of Trustees for Houston Christian University, and their members, officers, servants, agents, volunteers, or employees (herein referred to as **RELEASEES** or **INDEMNITEES**) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by **RELEASEES**, *including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES*. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
- 2. INDEMNITY CLAUSE.** I am fully aware that there are inherent risks to my child, myself and others involved with this activity, and I choose to voluntarily participate/allow my child and/or myself to in said activity with full knowledge that the activity may be hazardous to me, my child, myself and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I/my child should not participate. *I agree to indemnify and hold harmless INDEMNITEES* from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, my child, other participants, and third-persons as a result of my child's participation in said activity, *including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES*.
- 3. NO INSURANCE.** I understand that **RELEASEES** may or may not maintain any insurance policy covering any circumstance arising from myself/my child's participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Organization may not carry general liability insurance to cover claims arising from this activity as it seeks a waiver of claims as additional consideration for the right to participate so organization, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.
- 4. BINDS HEIRS.** It is my express intent that this agreement shall bind the members of my family and spouse, 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.

