

# WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

## FOR

### TARLETON STATE UNIVERSITY DUCK CAMP 2011

1. In consideration for receiving permission to participate in the DUCK CAMP at GREENE FAMILY CAMP, BRUCEVILLE, TX I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, DUCK CAMP, GREENE FAMILY CAMP, Tarleton State University, The Texas A&M University System, The State of Texas, 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.
2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or other special camp activities. I hereby elect to voluntarily participate in said activity with full knowledge that said 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 of 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 RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that Tarleton State University does not maintain any insurance policy, other than fleet insurance coverage, 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 Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, 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 Waiver of Liability and Hold Harmless 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 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.

Signed on this \_\_\_\_ day of \_\_\_\_\_, 2011.

## PARTICIPANT

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for Tarleton State University to seek reasonable and necessary medical treatment for Participants during such event or associated activities, and agrees to be responsible for any cost of such treatment.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

Mail this Waiver of Liability and completed Health Statement Form to:

Duck Camp

Box T 0670

Stephenville, TX 76402 or fax 254-968-9492