



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 Baptist 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 Baptist University, the Board of Trustees for Houston Baptist 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.
5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that
6. may be required, as determined by a medical professional at the medical facility, during my/my child's participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs

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incurred to treat me/my child, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES 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 receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, *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.

7. VOLUNTARY SIGNATURE. In signing this agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have relied on any oral representations, statements, or inducements apart from the terms contained in this agreement.
8. MEDIA RELEASE CLAUSE. I hereby authorize Houston Baptist University and those acting pursuant to its authority to: Record myself or my child's likeness and voice in any medium; and Use my/ my child's name in connection with these recordings; and Use, reproduce, exhibit or distribute in any medium these recordings for any purpose that the University deems appropriate, including promotional or advertising efforts. I release the University from liability for any violation of any personal or proprietary right I or my child may have in connection with such use. I understand that all such recordings, in whatever medium, shall remain the property of the University. I have read and fully understand the terms of this release.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

Student Printed Name:

Husky ID

(Date)

(Student Signature)

(Date)

(Parent Guardian Signature)

Emergency Contact Name

Relationship

Phone