



## RESPONSIBILITIES OF THE STUDENT / PARTICIPANT IN ACTIVITY OR EVENT

### **1. Completion of Waiver Form**

√Student / Participant agrees to read and complete the attached Release and Waiver of Liability Assumption of Risk and Indemnity Agreement (the "Waiver"), maintain a copy for his or her records and return it to the sponsoring faculty/staff prior to the activity set forth in the Waiver.

### **2. Transportation agreement**

- √Student / Participant understands that they have waived any claims against the Tarrant County College District (the "District") in the event of accident, injury or death as a result of travel to or from the activity/event.
- √Student / Participant agrees to meet the sponsoring faculty/staff at designated times and locations for the activity/event. Failure to do so may result in the group's departure without the Student / Participant.
- √Student / Participant agrees to notify the sponsoring faculty/staff prior to the activity/event if unable to attend.
- √If a Student / Participant utilizes private transportation to attend an activity/event, that activity/event is deemed to commence upon arrival at the activity/event.

### **3. Obtaining permission to leave**

√Student / Participant agrees to obtain permission from the sponsoring faculty/staff in order to leave the activity/event or to embark on a personal side trip that is not activity related.

### **4. Unauthorized participants, visitors or guests**

√Student / Participant is not permitted to invite unauthorized participants, visitors or guests to this activity/event.

### **5. Student conduct**

- √Student / Participant agrees to follow the directions/instructions of the sponsoring faculty/staff while attending the activity/event. Failure to do so may result in the Student/Participant being required to leave the activity/event at his or her own cost.
- √Student / Participant agrees to comply with the District's Student Handbook while attending this activity/event. Disciplinary action may be taken against any student who engages in behavior defined as misconduct.
- √Student / Participant agrees not to possess or consume alcoholic beverages or illegal substances during this activity (even if age 21 or over) or carry firearms to or during this activity (even if the Student / Participant holds a valid permit to do so).

### **6. Personal possessions**

√Student / Participant agrees to be responsible for any personal items brought on or to the activity/event (it is not recommended to bring "valuables").

### **7. Notification of Adviser regarding problems**

√Student / Participant agrees to notify the sponsoring faculty/staff if a problem should arise.



## *Informed Consent and Assumption of Risk Form*

This form needs to be signed by all participants, students, guests, and other non-employees participating in activities or events. Students/ Participants under the age of 18 are required to obtain a signature from a parent or legal guardian.

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(INSERT NAME OF ACTIVITY OR EVENT)

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the following activity or event \_\_\_\_\_ (the "Activity"), to be held in and around the following location \_\_\_\_\_, on \_\_\_\_\_.

**In consideration for being permitted by Tarrant County College District (the "DISTRICT") to participate in the Activity, I hereby acknowledge and agree to the following:**

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with DISTRICT policies and procedures. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that DISTRICT has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in the DISTRICT's discretion. Failing to follow rules of the Activity, staff directors, or the Student Handbook may result in disciplinary action. If I am told to leave the Activity as a result of my failure to follow the rules and requirements of the Activity or the directions of the staff directors, transportation from the Activity will be at my expense.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from the Activity and/or the DISTRICT via private vehicle and/or common carrier, participation in the Activity, overnight accommodations, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any independent research or activities I undertake as an adjunct to the Activity. I understand that as a participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only DISTRICT's actions or inactions, but also the actions, inactions, negligence or fault of others and despite safe precautions, DISTRICT cannot guarantee safety thereof and all risks cannot be prevented.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE DISTRICT**, its governing board, directors, officers, employees, faculty, agents, volunteers and any participants or students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action

(known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to: participation in this Activity, travel to and from DISTRICT via private vehicle or common carrier, weather conditions, overnight accommodations, facility conditions, equipment conditions, first aid operations or procedures of Releasees, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OR OMISSIONS OF THE RELEASEES** and assume full responsibility for my participation in the Activity.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all cost, expense or liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the Activity.

**FERPA:** I consent to the release of my records that are protected by the requirements of the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g, 34 CFR Par.99), but only in conjunction with the Activity, and I release the Releasees from any and all damage and liability, including any and all claims, demands, causes of action (known or unknown), suits or judgments of any and every kind (including attorney's fees) arising from any damage, cost or expense I may suffer or incur as a result of the release of such records.

**PERSONAL MEDICAL INSURANCE:** I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Activity.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity. If I require any reasonable accommodation(s) in order to participate in the Activity, I have notified the sponsor in writing of the nature of the accommodation(s) needed prior to the Activity.

**MEDICAL CONSENT:** I understand and agree DISTRICT is not responsible for my health and safety. Recognizing this, however, I wish to, and hereby do, grant DISTRICT full authority to take, or not to take, in its sole discretion, whatever actions it may consider warranted under the circumstances for my health and safety during my participation in the foregoing event, and I hereby release it from any liability for any such decisions or actions as may be taken in connection therewith.

The authority granted in the preceding sentence shall include the right (in the sole discretion of DISTRICT) to place me, at my own expense, and without any further consent, in a hospital, for medical services and treatment, or if no hospital is readily accessible, to place me in the hands of a local medical doctor for treatment. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.**

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Student ID Number

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**Signature of Parent/Guardian for Participants under eighteen (18) years of age:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\*Please include all three (3) pages of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT when submitting to the Risk Management Department.**