



## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release and Waiver of Liability and Indemnity Agreement (“Agreement”) is entered into for and in consideration of the undersigned individual’s, participation, or that of their minor child, in the activity described below (the “Activity”):

Camp Title: \_\_\_\_\_

Camp Date: \_\_\_\_\_

Camp Location: \_\_\_\_\_

I, \_\_\_\_\_

am an adult who is at least eighteen years of age, or I am the parent/legal guardian of a minor child participating in the Activity, (hereinafter “Participant”), and I am fully competent to sign this Agreement. I affirm, acknowledge, and voluntarily agree to the following:

1. Participant is fully aware of the risks and hazards, known or unknown, connected with Participant’s participation in the Activity which may include, but is not limited to, severe bodily injury and death. Participant hereby elects to voluntarily participate in the Activity with full knowledge that Participant’s participation may be hazardous to Participant and Participant’s property, and to the person and property of others. Participant **VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY PARTICIPANT, OR ANY LOSS OR DAMAGE TO PARTICIPANT’S PROPERTY AND TO THE PERSON AND PROPERTY OF OTHERS AS A RESULT OF PARTICIPANT’S PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF DALLAS COLLEGE, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OR OTHERS ACTING ON BEHALF OF DALLAS COLLEGE (THE “RELEASED PARTIES”) OR OTHERWISE.**

2. **PARTICIPANT HEREBY AGREES TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DAMAGES (INCLUDING EXPENSES OF LITIGATION), OR INJURY (INCLUDING DEATH), THAT MAY BE SUSTAINED BY PARTICIPANT AND PARTICIPANT’S PROPERTY, AND THE PERSON AND PROPERTY OF OTHERS, WHILE PARTICIPATING IN THE ACTIVITY, AND/OR WHILE IN ON OR UPON THE PREMISES OWNED OR LEASED BY DALLAS COLLEGE, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE.**



3. Participant fully acknowledges that Participant is am solely responsible for any injury, loss, or damage to property, to Participant and/or to others. Participant fully recognizes that the liabilities, claims, suits, demands, and causes of action which Participant is waiving have not yet arisen, and Participant is making this agreement as a promise to waive any and all said liabilities, claims, suits, demands, and causes of action if and when they do arise in the future, with said agreement supported by the consideration of allowing Participant to participate in the Activity.
4. Participant represents that Participant does not possess, nor is Participant aware of, any physical or mental disabilities, which will limit Participant's participation in this Activity, or that Participant has asked for and received reasonable accommodation, allowing Participant to participate in this Activity. Participant acknowledges that Dallas College is not responsible for providing health insurance and is not obligated to pay medical expenses related to injuries or illnesses that may arise from Participant's participation in this Activity or any activity associated with or facilitating Participant participation in the Activity.
5. It is Participant's express intent that this Release and Waiver of Liability and Indemnity Agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's heirs, assigns and personal representative, if Participant is deceased.
6. Participant hereby further agrees that this Release and Waiver of Liability and Indemnity Agreement shall be construed in accordance with the laws of the State of Texas and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of Dallas County, Texas. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this Release and Waiver of Liability and Indemnity Agreement, and I fully understand the terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and that by signing, I agree to a complete and unconditional release of all liability to the greatest extent allowed by law.**

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**Printed Name**

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**Date**

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**Signature of Participant**

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**Signature of Parent or Legal Guardian (if under 18 years of age)**