

UNIVERSITY OF HOUSTON

RELEASE AND INDEMNIFICATION AGREEMENT FOR ADULT STUDENTS

STUDENT (Name and Address)

INSTITUTION:

University of Houston _____

DESCRIPTION OF ACTIVITY OR TRIP: _____

LOCATION: _____ DATE(s): _____

I, the above-named Student, am eighteen years of age or older and have voluntarily applied to participate in the above Activity or Trip. I acknowledge that the nature of the Activity or Trip may expose me to hazards or risks that may result in my illness, personal injury, or death, and I understand and appreciate the nature of such hazards and risks. I represent that I am physically able, with or without accommodation, to participate in the above-referenced Activity or Trip, am able to use the equipment and/or supplies associated with the Activity or Trip, and have obtained all required immunizations.

In consideration of my participation in the Activity or Trip, on behalf of myself, my family, heirs, and personal representative(s), I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the above named Institution, its governing board, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity or Trip, whether caused by negligence of the Institution, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Activity or Trip.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

I understand and agree that Institution do not have medical personnel available at the location of the Activity or Trip. I understand and agree that the Institution is granted permission to authorize emergency medical treatment, if necessary, and that such action by Institution shall be subject to the terms of this Agreement. I understand and agree that the Institution assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I will notify University

representatives in writing if I have medical conditions about which emergency medical personnel should be informed.

It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named Institution. I further agree to save and hold harmless, indemnify, and defend Institution from any claim by me or my family, arising out of my participation in the Activity or Trip.

In signing this Release and Indemnification Agreement, I acknowledge and represent that I have fully informed myself of its content by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Institution does not require me to participate in this activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. I acknowledge that the University of Houston does not provide health and accident insurance for participants in the Activity or Trip and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

I further agree that this Release and Indemnification Agreement shall be construed in accordance with the laws of the State of Texas. 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.

Signature of Student

Signature of Witness

Date Signed

Date Signed

Note: To request disability accommodations for this Activity or Trip, please contact the Center for Students with Disabilities at least 10 days in advance of the Activity or Trip by calling (713) 743-5400 (voice); (713) 749-1527 (TTY); (713) 743-5396 (FAX).

OGC Form No. S-98-20:
Approved for use as a Standard Agreement
by the University of Houston System Office of the
General Counsel -- Revised 10.7.2003

**Note: Modification of this Form
requires approval of OGC**