Attachment III

FREEMAN CENTER - TEXAS STATE UNIVERSITY

Release and Indemnity Agreement for Freeman Center

(Note: SPONSOR/RESPONSIBLE PARTY agrees to be 100% responsible for all guests.)

1. In consideration for approved use of the Freeman Center for my scheduled event, I, as Responsible Party (R.P.), release The Texas State University System, its Board of Regents, Texas State University, the State of Texas, and all the employees, agents, volunteers and officers of these entities (Releasees), from all liability related to any loss, damage, or injury, including death, that I, or any of my guests may sustain, whether caused by Releasees’ negligence or otherwise while participating in the scheduled activity.

2. I am fully aware of risks connected with ALCOHOL and the scheduled activity and accept responsibility for myself and all guests participating in the activity, knowing that it may pose risks. I voluntarily assume full responsibility for all risks of loss, property damage or personal injury, including death that my guests or I sustain as a result of such an activity, whether caused by Releasees’ negligence or otherwise.

3. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my or my guest's participation in the activity, whether caused by negligence of Releasees or otherwise. For example, I specifically agree to indemnify and hold harmless the Releasees from losses that may occur as a result of me/my guests hurting another person or damaging another person’s property while participating in the activity.

4. I intend that this release and indemnity agreement bind not only me, but also the members of my family and my spouse (if any), if I am alive, and my heirs, assigns and personal representatives, if I am not alive. I intend this as a release, discharge and promise not to sue the Releasees. I further agree that this release and indemnity agreement should be construed in accordance with the laws of the State of Texas.

In signing this release, I acknowledge I have read the above Release and Indemnity Agreement as well as all policies for alcohol use on the premises; I understand it and sign it voluntarily; Releasees made no oral representations, apart from this written agreement; I am at least eighteen years of age and competent to sign this Release and Indemnity Agreement.

In witness whereof, I have set my signature on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Responsible Party

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Printed Name Printed Name