

Activity Release of Liability, Indemnification and Assumption of Risk Agreement

Participant Name (Print): _____

Activity:

Organization:

Activity Dates:

All scheduled and/or unscheduled, planned and/or unplanned activities, events, gatherings, meetings, excursions, classes, group or individual outings occurring during the **US National Archives and Library of Congress Study-in-America program from June 10-24, 2018.**

This is a Release of Liability, Indemnification and Assumption of Risk agreement. Read it carefully and sign below. Completion of this form is required before you participate in the US National Archives and Library of Congress Study-in-America Program. This document cannot be altered or modified by any verbal or written statements.

_____ Releases: The Board of Regents, The Texas State University System, Texas State University, and all regents, employees, agents, and officers for these entities.

Initial

_____ Assumption of Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Activity described above. I am aware of the risks and hazards connected with the Activity, and I am aware that some of the Activity may and does involve high risk hazards and I elect to participate voluntarily and engage in this Activity knowing that the Activity may be highly hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in this Activity, whether or not based on the negligence or other wrongful conduct of Releasees.

Initial

_____ **Indemnification: I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, INCLUDING COURT COSTS AND ATTORNEY'S FEES, THAT THEY MAY INCUR DUE TO MY PARTICIPATION IN THIS ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM LOSSES THEY MAY INCUR AS A RESULT OF MY INJURIES AND MY INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

Initial

_____ Release: **In consideration for facilitating my participation in the Activity described above (hereafter Activity), I release, discharge, and agree not to sue Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to my property and any injury, including death, that I may sustain whether or not caused by the negligence of the Releasees, while participating in the Activity, supervised or unsupervised, or while in transportation to and from the Activity.**

Initial

Activity Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

_____ Intent: I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue to Releasees. I further agree that this Activity Release of Liability, Indemnification and Assumption of Risk Agreement should be construed in accordance with the laws of the State of Texas.
Initial

_____ Free Act: I acknowledge that I have read and understand this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.
Initial

I certify that I am of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Participant

Date

Please submit this completed form to the Office of Distance and Extended Learning:
distanceed@txstate.edu for Study-in-America programs.