**FREEMAN CENTER LODGE – TEXAS STATE UNIVERSITY**

**Release and Indemnification Agreement**

**(Note: Sponsor/Responsible Party agrees to be 100% responsible for all guests)**

Responsible Party (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility: Freeman Center Lodge and all parking and adjacent areas and road access to Freeman Center Lodge on the Freeman Ranch

Releasees: Texas State University, Texas State University System, Texas State University System Board of Regents, and all regents, employees, agents, officers and servants for these entities

**Release: In consideration for approved use of the Freeman Center Lodge (hereafter “Facility” as defined above) for a scheduled event, Responsible Party releases, discharges, and agrees not to sue Releasees for any claims, demands, actions, and causes of action of any kind whatsoever, including but not limited to claims and causes of action for personal injury, property damage, death, and loss of use, at common-law, statutory, contractual, or otherwise, which the Responsible Party now has or may have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to my use of the Facility or to my guests use of the Facility whether or not such personal injury, property damage, death or loss of use to me or my guests was caused by the negligence or alleged negligence of the Releasees.**

Risks: Responsible Party is fully aware of risks and hazards connected with ALCOHOL and the scheduled use of the Facility, and elects to be fully and solely responsible for Responsible Party and Responsible Party’s guests knowing that the use of ALCOHOL and the use of the Facility may be hazardous to Responsible Party and Responsible Party’s guests and to their property. Responsible Party voluntarily assumes full and sole responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by Responsible Party or Responsible Party’s guests, or any loss or damage to property owned by Responsible Party or Responsible Party’s guests as a result of their use of ALCOHOL and use of the Facility, whether caused by the negligence or alleged negligence of Releasees. Responsible Party is fully aware of UPPS No. 05.03.03 regarding ALCOHOL use and Responsible Party agrees to fully comply with all the requirements of this policy.

**Indemnity: RESPONSIBLE PARTY agrees to indemnify, DEFEND and hold harmless the Releasees from any AND all Loss, liability, damages, costs, including court costs and attoRney fees, that releasees may incur arising out of the use of the facility by the Responsible party or Responsible Party’s Guests and made the subject of this release and indemnity agreement. it is epxressly understood and agreed that this indemnity agreement applies to all claims and causes of action, known or unknown, based in statute, contract, common law, or otherwise, and including but not limited to those claims and causes of action based on the alleged negeligence or other wrongful conduct of the releasees. for example, responsible party specifically agrees to indemnify, defend and hold harmless the releasees from losses releasees may incur as a result of the responsible party injuring another person or damaging another person’s property while using the facility described above. As further example, responsible party specifically agrees to indemnify, defend and hold harmless the releasees from losses releasees may incur as a result of the responsible party’s guests injuring another person or damaging another person’s property while using the facility described above.**

By signing this release, I acknowledge and represent that I have read the above Release and Indemnity Agreement as well as all applicable policies for use of the Facility, including the policy regarding alcohol use on the premises; I understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Responsible Party (Signature)

Date