

STATEMENT OF RISK AND RESPONSIBILITY

Participants in the Sport Clubs Program at Texas State University-San Marcos should know the risks inherent in the program's activities. These risks include accidents or illnesses while traveling to and from events, as well as risk of injury and even death while participating in the various club activities. These risks cannot be eliminated completely.

The Department of Campus Recreation requires that each club member maintain personal health, accident, and liability insurance policies while participating in practices or competitions. It is the club member's responsibility to obtain the policy and provide proof. It is recommended that club members have a physical examination prior to participating in club activities.

Texas State University-San Marcos, its employees and agents assume no liability for off-campus Sport Clubs activities. The participants in the activities are solely responsible for their health, safety and welfare. Should an accident occur to a sport's club member, it is possible that an individual student participant may be individually liable for negligence. For this, and other reasons, purchase of both accident and liability insurance is required.

If a trainer or an individual certified in first aid is provided for the club, it is with the understanding that doing so is a service provided to the club, and in no way promises or implies responsibility by Texas State University-San Marcos, its employees or agents, for injuries.

Staff or faculty advisors volunteer services to clubs function only as liaisons with the university, and do not function as insurers of club activities or of club safety, nor does the Department of Campus Recreation of Texas State University-San Marcos serve in this capacity.

A portion of the financial support for sport clubs is derived from the Campus Recreation Fee paid by students enrolled at the University. This funding in no way indicates that the University, its employees, or agents are insurers of sports club activities. The University may, as a fiduciary function, regulate the funding of Sport Clubs.

The use of the Texas State University-San Marcos name in relation to the sport club in no way indicates responsibility for debts, obligations, injuries, or other damages that may be assigned due to the activity of any sport club. Texas State University-San Marcos may at any time revoke the privilege of the use of its name.

RELEASE AND INDEMNITY

As a member of a recognized student organization, sponsored by the Department of Campus Recreation at Texas State University-San Marcos, I affirm that:

1. I am aware of my physical condition;
2. I have obtained and will maintain the required insurance;
3. I am voluntarily participating in the Sport Clubs Program at Texas State University-San Marcos; and
4. I am assuming all risks involved before participating.

Releasees: Texas State University-San Marcos and all the employees, agents, and officers for these entities (Releasees).

Release: In consideration for facilitating my participation in the Sport Clubs Program, I release, discharge, and agree not to sue Releasees for any claims demands, actions, and causes of action 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 Sport Clubs Program, or while in transportation to and from activities.

Risks: To the best of my knowledge, I can participate in the Sport Clubs Program. I am aware of the risks and hazards connected with the activities, and I elect to participate voluntarily and engage in this program knowing that the program may be hazardous to my property and me. I voluntarily 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 the program, whether or not caused by negligence of Releasees.

Indemnity: I also 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 participation in the program 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 injuring another person or damaging another person's property while participating in the program.

Intent: I intend that this Release and Indemnity Agreement bind not only me, but also my family members and 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 Releasees. I further agree that this Release and Indemnity Agreement should be construed in accordance with the laws of the State of Texas.

I understand this Statement of Policy regarding Sport Clubs activities supersedes any verbal commitments to the contrary concerning the responsibility of Texas State University-San Marcos, its agents and employees.

By completing the section below, I verify that I have read, understood, and agreed to the above policy, Release and Indemnity.

All fields are required. Multiple clubs may be listed. Attach a copy of your health insurance card.

Club Name:

First Name:

Last Name:

PLID/Student ID:

Emergency Contact Name:

Emergency Contact Phone:

Health Insurance Co. Name:

Health Insurance Co. ID#

(For Insurance through Veterans Affairs that has no ID number, use the number 51791)

All of the above is accurate

Signature: _____