



UNIVERSITY OF INCARNATE WORD
RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS
AGREEMENT
for Minor's Use of UIW Facilities and Equipment

ACTIVITY: Swimming, Dry Land, and Weight Room Training

Identify FACILITY and EQUIPMENT: All owned and operated by UIW

Authority: I represent and acknowledge by my signature below that I am the Parent or Legal Guardian of the above-named Participant who is under eighteen years of age. I am fully competent to sign this Agreement. I acknowledge that I am also signing this Release, Waiver of Liability and Hold Harmless Agreement on behalf of Participant and that the Participant shall be bound by the terms of this Release, Waiver of Liability and Hold Harmless Agreement.

Permission: I give permission for Participant to participate in the above-referenced Activity at the named Facility owned and/or operated by University of the Incarnate Word, Incarnate Word High School, and St. Anthony Catholic High School (collectively referred to as UIW). I acknowledge that the nature of the Activity may expose Participant to hazards or risks that may result in Participant's illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

Assumption of Risk: In consideration for Participant being permitted to use the facility and equipment, I accept all risk to Participant's health, including any injury or death that may result during or from the use of the facilities and equipment. I understand that no adult or other supervision by UIW will be provided nor is UIW a sponsor of the Activity. I understand that UIW will not be responsible for any medical expenses associated with any injury I may sustain.

Release: I release UIW, and its Board of Trustees, officers, employees, and representatives from any and all liability to Participant, Participant's personal representatives, estate, heirs, and assigns for any and all claims and causes of action for any and all illness or injury to Participant, including his/her death, that may result from or occur during Participant's use of the facilities and equipment, whether or not caused by negligence of the UIW, and its Board of Trustees, officers, employees, and representatives.

Indemnity, Hold Harmless, and Waiver: I further agree to indemnify and hold harmless, waive and covenant not to sue UIW, and its Board of Trustees, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the described Activity.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE AND WAIVER OF LIABILITY OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AT IDENTIFIED FACILITY 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 PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE ON THE DATE SIGNED.
