

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

TRINITY UNIVERSITY

STUDENT/PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

Printed Name of Student/Participant: _____

Course/Activity: _____ Course Number (if applicable): _____

Instructor/Sponsor: _____ Destination (if travel required): _____

Semester/Dates of Participation: _____

For and in consideration of being permitted to participate in the Course/Activity above (including related travel, if any), **I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE** Trinity University and all instructors, sponsors, agents, employees, officers, trustees and affiliates of Trinity University (collectively "TU"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person or my death or any one or more of the foregoing, arising directly or indirectly out of my participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of TU. **I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** TU for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of TU. By execution below I hereby acknowledge that I recognize and assume all of the risks associated with the Course/Activity. **I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE COURSE/ACTIVITY, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT.** I understand that TU does not provide such coverage, and that no insurance coverage may exist through TU to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the Course/Activity.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the State of Texas, and venue with respect to any dispute arising between TU and any other party that involves this Release and Indemnity Agreement or my participation in the Course/Activity shall be exclusively in Bexar County, Texas. Each provision of this Release and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by TU or any other person or entity which is hereby released.

I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.

Dated this _____ day of _____, _____.

Signature of Student/Participant