

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release and Waiver of Liability and Indemnity Agreement (“Agreement”) is entered into for and in consideration of the undersigned individual’s participation in the activity described below (the “Activity”):

**Description of the Activity:** SPIRIT FEST is a fall and the halfway point celebration of the semester at Dallas College! A chance to celebrate your campus pride during and school spirit! A week of activities and themed spirit days, club carnivals and athletics spirit nights. Join the fun on your campus or make the rounds and enjoy SPIRIT FEST at all seven campuses! Students and employees are welcome.

**Location, Dates and Times of the Activity:** =

<u>Date</u>	<u>Time</u>	<u>Campus</u>	<u>Location</u>
Mon November 3	11AM-2PM	Mountain View	Student Courtyard
Tue November 4	11AM-2PM	Cedar Valley	D Courtyard
Tue November 4	11AM-2PM	Richland	Lakeside by El Paso
Wed November 5	11AM-2PM	Brookhaven	Courtyard
Wed November 5	11AM-2PM	El Centro	B100 Student Center
Thu November 6	11AM-2PM	North Lake	Courtyard
Thu November 6	11AM-2PM	Eastfield	Performance Hall Lawn

I, \_\_\_\_\_, (hereinafter “Participant”), am an adult who is at least eighteen years of age or am the parent/legal guardian of the Participant and am fully competent to sign this Agreement. I affirm, acknowledge, and voluntarily agree to the following:

1. I am fully aware of the risks and hazards, known or unknown, connected with my participation in the Activity which may include, but are not limited to, severe bodily injury and death. I hereby elect to voluntarily participate in the Activity with full knowledge that my participation may be hazardous to me and my property, and to the person and property of others. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR ANY LOSS OR DAMAGE TO MY PROPERTY AND TO THE PERSON AND PROPERTY OF OTHERS AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF DALLAS COLLEGE, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OR OTHERS ACTING ON BEHALF OF DALLAS COLLEGE (THE “RELEASED PARTIES”) OR OTHERWISE.**

2. **I HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DAMAGES (INCLUDING EXPENSES OF LITIGATION), OR INJURY (INCLUDING DEATH), THAT MAY BE SUSTAINED BY ME AND MY PROPERTY, AND THE PERSON AND PROPERTY OF OTHERS, WHILE PARTICIPATING IN THE ACTIVITY, AND/OR WHILE IN ON OR UPON THE PREMISES OWNED OR LEASED BY DALLAS COLLEGE, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, AND**

**REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE.**

3. I fully acknowledge that I am solely responsible for any injury, loss, or damage to property, to myself and/or to others. I fully recognize that the liabilities, claims, suits, demands, and causes of action which I am waiving have not yet arisen, and I am making this agreement as a promise to waive any and all said liabilities, claims, suits, demands, and causes of action if and when they do arise in the future, with said agreement supported by the consideration of allowing me to participate in the Activity.

4. I further represent that I do not possess, nor am I aware of, any physical or mental disabilities, which will limit my participation in this Activity, or that I have asked for and received reasonable accommodation, allowing me to participate in this Activity. I acknowledge that Dallas College is not responsible for providing health insurance and is not obligated to pay medical expenses related to injuries or illnesses that may arise from my participation in this Activity or any activity associated with or facilitating my participation in the Activity. In the event of illness or injury, I hereby authorize the College's program director or any assigned faculty member to obtain emergency or other medical treatment as he or she deems necessary, including the administration of anesthetics or other medications and surgery. To that end, I have provided an executed copy of the Medical Information and Release Form.

5. It is my express intent that this Release and Waiver of Liability and Indemnity Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased.

6. I hereby further agree that this Release and Waiver of Liability and Indemnity Agreement shall be construed in accordance with the laws of the State of Texas and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of Dallas County, Texas. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this Release and Waiver of Liability and Indemnity Agreement, and I fully understand the terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and that by signing, I agree to a complete and unconditional release of all liability to the greatest extent allowed by law.**

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**Printed Name**

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**Date**

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**Signature of Participant**

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**Signature of Parent or Legal Guardian (if under 18 years of age)**