

# **San Jacinto College Recreational Sports Waiver of Liability, Indemnity Agreement, And Assumption of Risk**

**Waiver:** In consideration of permission to use, today and on all future dates, the property, and facilities, and services of San Jacinto College (hereafter referred to as SJC), the undersigned Participant and Parent or Guardian, on behalf of participant, participant's heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue SJC, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of SJC or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in SJC activities including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification and Hold Harmless:** The undersigned Participant and Parent or Guardian also agree to HOLD HARMLESS AND INDEMNIFY SJC from all claims resulting from negligence and to reimburse SJC for any expenses incurred as a result of participant's involvement at SJC. The undersigned Participant and Parent or Guardian further agree to pay all costs and attorney's fees incurred by SJC in investigating and defending a claim or suit if participant's claim is withdrawn, or to the extent a court or arbitration determines that SJC is not responsible for the injury or loss.

**Severability and Venue:** The undersigned Participant and Parent or Guardian further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, the undersigned Participant and Parent or Guardian agree that if legal action is brought, it must be brought in Harris County, Texas.

**Acknowledge of Understanding:** The undersigned Participant and Parent or Guardian have read this waiver of liability and indemnification agreement and fully understand its terms. The undersigned Participant and Parent or Guardian understand that the participant is giving up substantial rights, including the right to compensation for injury resulting from ordinary negligence. The undersigned Participant and Parent or Guardian acknowledge that we are signing the agreement freely and voluntarily, and intend our signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Texas.

In signing this waiver of liability as parent or guardian, I acknowledge that I am, consenting to the participant's participation at SJC (as specified in paragraph one) and acknowledge that I understand that any and all risks, including that of ordinary negligence, whether known or unknown, are expressly waived in advance.

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Signature of Parent/Guardian of Minor Participant      Date                      Signature of Minor Participant                      Date

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. SJC has facilities for and provides for activities such as weight lifting, walking, jogging and running, aerobic activities, racquetball, flag football, basketball, volleyball (outdoor and indoor), golf, tennis, soccer, roller hockey, softball, and other possible sports/activities to be added later. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as loss of sight, broken bones, joint or back injuries, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

The undersigned Participant and Parent or Guardian have read the previous paragraphs and 1) know the nature of the activities at SJC 2) understand the demands of those activities relative to the physical condition and skill of the participant, and 3) appreciate the types of injuries which may occur as a result of activities made possible by SJC. The undersigned Participant and Parent or Guardian hereby assert that participation is voluntary and that the undersigned Participant and Parent or Guardian knowingly assume all such risks.

**Acknowledgement of Understanding:** The undersigned Participant and Parent or Guardian have read this assumption of risk and fully understand its terms. The undersigned Participant and Parent or Guardian acknowledge freely and voluntarily signing the agreement and intend the signatures to signify a complete assumption of their inherent risks of participating in or observing recreational activities at SJC to the greatest extent allowed by law in the State of Texas.

In signing this waiver of liability as parent or guardian, I acknowledge that I am, consenting to the participant's participation at SJC (as specified in paragraph one) and acknowledge that Participant and Parent or Guardian expressly assume all inherent risks of the activity.

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Signature of Parent/Guardian of Minor Participant      Date                      Signature of Minor Participant                      Date

**For High School Use Only:**

**Approved by:**

**Title:**

**Date:**