

## Waiver of Liability and Hold Harmless Agreement

This form MUST be completed by each participant prior to event, activity, or other participation.

1. I, \_\_\_\_\_, freely wish to participate in \_\_\_\_\_, and fully recognize and appreciate that I am in no way obligated or otherwise compelled to participate in this activity. I release, waive, discharge, and covenant not to sue, or otherwise seek redress or compensation from San Jacinto Community College District ("SJCCD"), SJCCD's Board of Trustees, SJCCD's officers, servants, agents, and employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of Releasees or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
  
2. I am aware of foreseeable risks and hazards connected with the activity, and I voluntarily elect to participate in the activity, and to engage in such activity knowing that the activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to my property, as a result of being engaged in such an activity, whether caused by the negligence of Releasees or otherwise, regardless of foreseeability.
  
3. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court cost and attorney fees, that Releasees may incur due to my participation in the activity, whether caused by negligence of Releasees or otherwise.
  
4. It is my express intent, being of sound mind and without any undue influence, that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, my spouse, my heirs assigns and personal representative(s), and shall be deemed as a complete release, waiver, discharge, and covenant not to sue or otherwise seek redress or compensation from the above named Releasees. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

In signing this release, I acknowledge and represent that I have read and fully understand the above Waiver of Liability and Hold Harmless Agreement, and sign it voluntarily as my own free act and deed; no oral presentations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent, or have my parent or legal guardian's signed consent affixed below; and I execute this Waiver of Liability and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same. My signature is affixed below.

Participant Name (Please Print)	Participant Signature	Date
Witness Name (Please Print)	Witness Signature	Date
Parent/Legal Guardian (if under the age of 18) (Please Print)	Parent/Legal Guardian Signature (if under the age of 18)	Date