



# Release of Liability Form

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. LUBBOCK CHRISTIAN UNIVERSITY PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

Printed Name of Participant: \_\_\_\_\_ Activity: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE Lubbock Christian University, its components and all instructors, sponsors, agents, employees, officers, trustees and affiliates of Lubbock Christian University ("LCU"), 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, INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF LCU, INCLUDING ANY NEGLIGENT CONDUCT OF LCU but excluding any gross negligence or willful misconduct of LCU. IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF LCU FROM THE CONSEQUENCES OF LCU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF LCU DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LCU.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LCU 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, INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF LCU, INCLUDING ANY NEGLIGENT CONDUCT OF LCU but excluding any gross negligence or willful misconduct of LCU. IT IS MY EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY ME OF LCU FROM THE CONSEQUENCES OF LCU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY OBLIGATION TO INDEMNIFY LCU DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LCU.

By execution below I hereby acknowledge that I recognize and assume all of the risks associated with the Activity. I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE ACTIVITY. I understand that LCU does not provide such coverage, and that no insurance coverage may exist through LCU to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the 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 LCU and any other party that involves this Release and Indemnity Agreement or my participation in the Activity shall be exclusively in Lubbock 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 LCU or any other person or entity which is hereby released.

By signing this statement, I further understand that LCU is a nonsmoking campus and no alcohol or other illicit drugs are permitted on the premises.

Photographic Release: I hereby grant and convey unto Lubbock Christian University all rights, title, and interest in any and all photographic images, video, and/or audio recordings made by LCU during my participation in this activity, including but not limited to, any royalties, proceeds or other benefits derived from such photographs and recordings.



# Release of Liability Form

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 \_\_\_\_\_, 2\_\_\_\_\_.

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Signature of Participant

If the Participant is not eighteen (18) years of age or older, the signature of Participant's parent or legal guardian is required.

As parent or legal guardian of the abovementioned Participant, I agree to and approve the terms of this Release and Indemnity Agreement and consent to the Participant's participation in the Course/Activity and warrant that I have full authority to do so on behalf of myself, the Participant and the Participant's heirs, personal representatives and assigns. I understand and assume the risks of the Participant's participation in the Course/Activity.

I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE Lubbock Christian University, its components and all instructors, sponsors, agents, employees, officers, trustees and affiliates of Lubbock Christian University ("LCU"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, from any and all claims, demands, controversies, actions or causes of action, belonging to me or Participant now or in the future for any damage to or loss of Participant's property, and any injury to Participant's person or Participant's death or any one or more of the foregoing, arising directly or indirectly out of Participant's participation for any purpose in the Activity, INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF LCU, INCLUDING ANY NEGLIGENT CONDUCT OF LCU but excluding any gross negligence or willful misconduct of LCU. IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF LCU FROM THE CONSEQUENCES OF LCU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF LCU DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LCU.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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Signature of Legal Guardian

Printed Name of Legal Guardian