

Central Texas College District
WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT FOR SEPCTATORS and PARTICIPANTS

I hereby acknowledge and understand that under Texas law, beginning August 1, 2017, Central Texas College District's Texas campuses are locations where concealed handgun carrying is permitted. I understand that depending on the event activities, I may encounter individuals who are lawfully carrying a concealed handgun.

In consideration for participating in The Killeen ISD Education Foundation Superintendent 5K Fund Run presented by The Carlson Law Firm on Central Texas College District's Central Campus, Killeen, Texas on May 5, 2018 [hereinafter "Event"] and in full recognition and appreciation of the possible dangers and hazards inherent in the various activities associated with Event including, but specifically not limited to all known and unknown possible injuries associated with Event and automobile or motorized vehicle activities, medical attention and administration of medicine [hereinafter collectively "Activities"], **I hereby agree to and do assume all of the risks and responsibilities arising out of participation in or viewing of Event and all Activities, and any other activities undertaken as an adjunct thereto, including but not limited to motor vehicle incidents, medical care or administration of medication.**

I hereby expressly do for myself, my heirs, assigns, and personal representatives waive, release, and discharge Central Texas College District and all of its Officers, Trustees Directors, employees, faculty, volunteers, and agents [hereinafter "Releasees"] from any and all claims, demands, actions, or causes of action, to include negligence, that may arise as a result of any acts causing property damage or personal injury or death as a result of my participation in or viewing of the Event and/or Activities.

I also hereby expressly agree to defend, hold harmless, and indemnify the Releasees from and against any and all claims, demands, actions, or causes of actions, to include negligence, that may arise as a result of property damage, personal injury or death as a result of my participation in or viewing of Event and/or Activities or any activities undertaken as an adjunct thereto, including but specifically not limited to motor vehicle incidents, medical care or administration of medication.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS AND UNDERSTAND THAT BY SIGNING I AM GIVING UP SUBSTANTIAL RIGHTS.

I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, INTENDING MY SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IT IS MY INTENTION AND DIRECTIVE THAT THIS WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT SHALL BE IN EFFECT WHENEVER, AND AS LONG AS, I AM PARTICIPATING IN THE EVENT AND/OR ACTIVITIES ASSOCIATED THEREWITH.

_____ Print Name: _____
Participant Signature (Must be at least 18 years of age)

Date: _____

**PARENTAL
RELEASE AND ACKNOWLEDGEMENT OF ASSUMPTION OF RISK**

I hereby acknowledge and understand that under Texas law, beginning August 1, 2017, Central Texas College District's Texas campuses are locations where concealed handgun carrying is permitted. I understand that depending on the event activities, I and/or my child may encounter individuals who are lawfully carrying a concealed handgun.

In consideration for _____'s ("Child"), a minor, participation

Legibly print minor's name

in the Central Texas College sponsored **Killeen ISD Education Foundation 5K Fund Run, presented by The Carlson Law Firm AND/OR the Kid Fun Run at Central Texas College, on May 5, 2018** ("Activity"),

I/we, _____,

Legibly print all parents'/guardians' names

as the Parent[s] or Legal Guardian[s] of Child (collectively "Parent/Guardian") understand and agree that Activity may involve certain known and unknown risks, including but not limited to, motor vehicle incidents and injuries, personal injuries, medical care, administration of medicine, and loss or destruction of property of Child or Parent/Guardian.

In consideration for the benefits Child will receive through his/her participation in the Activity at Central Texas College, **PARENT/GUARDIAN ON BEHALF OF CHILD, MYSELF, MY HEIRS AND ASSIGNS, DO HEREBY EXPRESSLY AND KNOWINGLY RELEASE, AND AGREE TO HOLD HARMLESS, PROTECT AND INDEMNIFY CENTRAL TEXAS COLLEGE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS DEMANDS AND CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES AND COSTS, THAT MAY ARISE DUE TO PROPERTY DAMAGE, PERSONAL INJURY OR DEATH SUSTAINED BY CHILD OR PARENT/GUARDIAN ARISING OUT OF THE ACTIVITY, INCLUDING ALL NEGLIGENCE, MOTOR VEHICLE INJURY OR INCIDENTS, AND ALL ACTS CONDUCTED BY, OR UNDER THE AUSPICES OF CENTRAL TEXAS COLLEGE WHETHER CAUSED BY THE CHILD'S OWN ACTS OR THE ACTS OF CENTRAL TEXAS COLLEGE, ITS TRUSTEES, OFFICERS, DIRECTORS, AGENTS, VOLUNTEERS, EMPLOYEES OR A THIRD PARTY TO INCLUDE MOTOR VEHICLE INCIDENTS, MEDICAL ATTENTION AND ADMINISTRATION OF MEDICINE.**

MEDICAL CARE: Parent/Guardian hereby gives consent for any medical treatment Child may require during his/her participation in the Activity with the understanding that costs of such treatment will be the exclusive responsibility of Parent/Guardian.

PARENT/GUARDIAN HAS READ AND UNDERSTANDS THIS RELEASE AND KNOWLEDGEMENT OF ASSUMPTION OF RISK. PARENT/GUARDIAN UNDERSTAND S/HE IS GIVING UP IMPORTANT RIGHTS ON BEHALF OF THEMSELVES AND CHILD. THE SIGNATURES BELOW EVIDENCES PARENT/GUARDIAN'S AGREEMENT AND INTENT TO BE BOUND BY THE TERMS HEREIN.

All Parents/Guardians must sign

SIGNATURE _____ DATE: _____
(Parent/Guardian)

SIGNATURE _____ DATE: _____
(Parent/Guardian)