

**STEPHEN F. AUSTIN STATE UNIVERSITY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for participating in the SFA Spirit Teams Event on the SFA campus, and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stephen F. Austin State University (SFA), the Board of Regents, the State of Texas, their 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 THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and 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 property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by SFA to obtain adequate health and accident insurance to cover any personal injury to myself, which may be sustained during the activity or the transportation to and from said activity.
8. I ALSO UNDERSTAND THAT THE PARTICIPANTS ARE INDIVIDUALLY RESPONSIBLE FOR DAMAGE TO THE FACILITIES AND THE ATTENDING SPONSOR SHALL BE RESPONSIBLE FOR SUPERVISION OF PARTICIPANTS ATTENDING WITH SAID SPONSOR. SFA IS NOT RESPONSIBLE FOR SUPERVISION OF PARTICIPANTS.

POSSIBLE INJURIES WHICH MAY OCCUR

There are risks involved when participating in the following sports program offered. SFA Spirit Teams Event on the SFA campus. Some of the possible injuries and bodily harm that can occur through participation in the programs are listed below. This list is provided to make the prospective participant aware of the possibilities of injuries that may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, avulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES: head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries, veins, and brain.

This waiver will be signed by the participant to and will be in effect for all practices, clinics, and any other SFA Spirit Team Events for the 2009-2010 season. These events include:

- Summer practices from June 1 – August 30, 2009
- Dance Work Week – August 24-27, 2009
- All practices during the 2009-2010 season
- Dance Workshop – November 19, 2009
- Pom Squad Recruit Workshop – March 20, 2010
- Pom Squad Pre-Tryout Workshop – April 17, 2010
- Pom Squad Tryouts – April 30-May 1, 2010
- Any other Pom Squad events that are scheduled during the 2009-2010 season

I/My child have reviewed the above information and are aware of the risks in participating in sports programs and the possible injuries, which may occur. I/My child freely and voluntarily agree to participate in any and/or all of the activities listed here which are offered in the SFA Spirit Teams Event on the SFA campus. I also understand that this release is valid for the entire 2009-2010 season, and includes all events hosted by the SFA Spirit Teams.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have here unto set my hand on this _____ day of _____, 200__.

Participant

Parent must sign if under 18 years old

MEDICAL TREATMENT PERMISSION FORM

Student's Name _____

I, _____, Participant's name (if 18 years or older), Parent or guardian if participant is under 18 years of age, hereby give my permission, consent and authorization for any medical treatment deemed necessary by a hospital or physician. I appoint the event coordinator and/or director my lawful agent with power to authorize and consent to the administration of medical treatment during the aforementioned event.

Home Phone (_____) _____

Alternate Phone (_____) _____

Health Carrier _____

Please list all allergies, restrictions or health exceptions. This form should be properly signed and turned in at the time of registration. In case of such accident or illness, I give permission for my child (if under 18) to be given medical treatment as deemed appropriate. I will assume responsibility for any medical treatment as deemed appropriate. I will assume responsibility for any medical bills incurred by my child.

Parent or Legal Guardian Signature

I, the participant, (if 18 years or older) or my child (if under 18) have been examined by a family physician, and is physically able to participate in the SFA Spirit Teams Event on the SFA campus.

Date

Participant Signature