

PARTICIPANT WAIVER AND HOLD HARMLESS FORM ST. EDWARD'S UNIVERSITY

1. In consideration for receiving permission to participate in _____, which is sponsored by the St. Edward's University, I hereby RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, Sponsor and St. Edwards University and their respective officers, trustees, agents, employees, servants and volunteers (collectively, the "Released Parties") FROM AND AGAINST ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, AND CLAIMS FOR DAMAGES OF ANY KIND, INCLUDING CLAIMS ARISING OUT OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR LOSS (collectively "Losses"), that result from or arise in connection with my participation in the Activity, or that occur while I am on the premises owned or leased by any Released Party, **including Losses resulting from the negligence of any RELEASED PARTY.** I understand the playing of soccer may involve physically strenuous activities. I know of no medical reason why I should not participate.
2. I am fully aware that there are inherent risks involved with soccer playing, including but not limited to all manner of physical injuries such as, head trauma and bone fractures as a result of playing soccer and other more serious injuries and I choose to voluntarily participate in the playing of soccer with full knowledge that said soccer playing 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 as a result of participating in the playing of soccer *including injuries sustained as a result of the negligence of any RELEASED PARTY.* I further agree to indemnify and hold harmless the RELEASED PARTIES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in the playing of soccer.
3. I am aware that I should review my personal insurance coverage with respect to the risks I am assuming in connection with _____.
4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this day and month of ____/____, 2010.

Participant Name

Participant Signature

Parent/Legal Guardian Signature

Witness Signature

Parent/Legal Guardian Printed Name

Witness Printed Name