

Participant Agreement: RELEASE, INDEMNITY & ASSUMPTION OF RISK

1. Participation in Intramural Sports, Sports Clubs, Outdoor Pursuits, Fitness Services, Aquatic Activities and Special Events (collectively "Recreational Sports Activities") at the University of North Texas ("UNT") involve INHERENT RISKS AND HAZARDS ("RISKS"). These RISKS include LOSS OF PROPERTY, BODILY INJURY and DEATH. The RISKS OF BODILY INJURY include, but are not limited to, muscle injuries (i.e. strains, sprains, pulls, tears, cramps, etc.), skin injuries (i.e. abrasions, incisions, lacerations, punctures, rashes, blisters, insect bites, etc.), bone injuries (i.e. fractures, broken bones, etc.), joint injuries (i.e. dislocation, ligament tears, cartilage damage, etc.), head injuries (i.e. contusions, brain, concussions, etc.), face, eye and ear injuries (i.e. nosebleeds, broken nose, blindness, damaged cornea, etc.), fainting, choking, drowning, falling, respiratory failure, heart failure, heat exhaustion, heat stroke, nerve damage, shock, paralysis, etc. Any of these RISKS could result in death. Participants with past or present health conditions affected by physical exertion may be at greater risk than those without such conditions and should consult with a physician before participating in Recreational Sports Activities. The RISKS OF LOSS of property include, but are not limited to, theft and damage. There may be other risks not known to us or that are unforeseeable at this time. All RISKS may be caused by the action, inaction or negligence of the participant, **OR BY THE ACTION, INACTION, OR NEGLIGENCE OF OTHERS, INCLUDING THE UNIVERSITY OF NORTH TEXAS SYSTEM, ITS BOARD OF REGENTS, UNT, ITS OFFICERS, SERVANTS, AGENTS, VOLUNTEERS, STUDENTS OR EMPLOYEES.**
2. I am not aware of any medical reason why my child/minor should not participate in Recreational Sports Activities.
3. I understand that UNT does not maintain insurance covering my child/minor for any personal injuries or property loss arising from my child's/minor's participation in Recreational Sports Activities. I further understand that obtaining such coverage is my sole responsibility.
4. My child and I are aware of the RISKS involved with Recreational Sports Activities. My child voluntarily chooses to participate in said activities with full knowledge of these RISKS, and I hereby give INFORMED PARENTAL CONSENT for my child to participate in said activities with full knowledge of these RISKS. **MY CHILD AND I VOLUNTARILY ASSUME ALL RISKS OF PROPERTY LOSS, PERSONAL INJURY, AND/OR DEATH ARISING FROM MY CHILD'S PARTICIPATION IN RECREATIONAL SPORTS ACTIVITIES.**
5. In consideration for providing equipment and facilities, and for permitting my child to participate in Recreational Sports Activities, my child and I hereby **RELEASE** the University of North Texas System, its Board of Regents, the University of North Texas, its officers, servants, agents, volunteers, students or employees, (hereinafter "RELEASEES") from any and all liability, claims, demands, and/or causes of action whatsoever arising out of any property damage or personal injury, including death, that may be sustained by my child while participating in Recreational Sports Activities, or while using Recreational Sports facilities or equipment, **REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION ARISE FROM THE NEGLIGENCE OF RELEASEES.**
6. In consideration for providing equipment and facilities, and for permitting my child to participate in Recreational Sports Activities, My child and I hereby agree to **INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any and all liability, claims, demands, and/or causes of action whatsoever arising out of any property damage or personal injury, including death, that may be sustained by my child while participating in Recreational Sports Activities, or while using Recreational Sports facilities or equipment, **REGARDLESS OF WHETHER SUCH LOSS, LIABILITY, DAMAGE OR COSTS ARISE FROM THE NEGLIGENCE OF RELEASEES.**
7. It is my express intent that this INFORMED PARENTAL CONSENT, EXPRESS ASSUMPTION OF THE RISK, RELEASE, and IDEMNITY AGREEMENT shall bind my child, myself, and our family members, spouse, children, heirs, assigns, and personal representatives, and shall be governed by the laws of the State of Texas.
8. **I HAVE READ THIS EXPRESS ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND THAT BY SIGNING THIS DOCUMENT MY CHILD AND I ARE GIVING UP SUBSTANTIAL RIGHTS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, FULLY COMPETENT, HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Printed Name of Participant

Printed Name of Parent/Legal Guardian

Date

Signature of Parent/Legal Guardian