



UNIVERSITY of NORTH TEXAS

UNT WAKE CLUB

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- In consideration for my child/myself (Print Name) _____, receiving permission to participate in the University of North Texas Wake Club, I hereby **RELEASE, WAIVE, AND DISCHARGE** the University of North Texas, its' Board of Regents and its' officers, servants, agents, employees, student leaders, volunteers, and others (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever, whether or not such liability is based on negligence, arising out of or related to any loss, damage, or injury that may be sustained by my child/myself or to any property belonging to my child/myself, while participating in the club or while in, on, upon, or traveling to and from any program activity where it is being conducted.
- I am fully aware of the **RISKS AND HAZARDS** (described on the reverse side) connected with allowing my child/myself to participate in this activity, including the risk of physical injury or disability as the result of such injury, and I hereby allow my child/myself to voluntarily participate in said activity, and to enter the above named premises and engage in such activity. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY** that may be sustained by my child/myself, or any loss or damage to property owned by my child/myself as a result of being engaged in such an activity.
- I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, that may incur due to my participation in said activity.
- 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. 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.
- I understand that the Releases will not be responsible for any medical costs associated with an injury that my child/myself may sustain.
- I further agree to become familiar with and inform my child/myself of the rules and regulations for the club's student conduct and agree that my child/myself will not violate said rules or any directive or instruction made by the person or persons in charge of said program and that I will further assume for my child/myself the complete risk of any activity done in violation of any rule, directive, or instruction.
- I also understand that I should and am urged by UNT to obtain adequate health and accident insurance to cover any personal injury to my child/myself, which may be sustained during the program or the transportation to and from said program and activities.
- This **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** is for the current academic year. All clauses herein apply to each and every activity related to the club during the above stated academic year.

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 hereunto set my hand and seal on this _____ day of _____, 20____.

Participant Signature (if over the age of 18)

_____ Parent or Legal Guardian (if participant is under 18)
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OVER

POSSIBLE INJURIES, WHICH MAY OCCUR

There are risks involved when participating in Wake Boarding. It is required that all club participants use all required safety equipment that is required to compete during both practice and competition. Listed below are some of the possible injuries and bodily harm, which can occur through participation or from traveling to and from club organized events. This list is provided to make the prospective participant aware of the possibilities of injuries, which may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES RELATED TO WAKE BOARDING: Potential hazards that may result in injury that are specific to these activities include but are not limited to: boating on, or around rivers, lakes, ponds, irrigation ditches, or other bodies of water; natural hazards including, but not limited to lightning, storms and other adverse weather conditions; domestic and wild animals: fire; and travel either on foot or in a vehicle in unfamiliar terrain or over fences and other structures, artificial and natural obstructions and unimproved roads, colliding with another boat, falling out of a boat, drowning, cold related illnesses, fatigue, shock, cuts by hooks, being struck by a boat, automobile, truck or other vehicle, falling into, out of or within a boat, striking the shore, the body of water bottom or an obstruction, become entangled in ropes, weeds, or any objects in or out of the water and any injuries associated with boating or swimming.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, convulsions), 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, lungs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries, veins, and brain.

I/my child have reviewed the above information and am aware of the risks involved in participating in club activities and the possible injuries, which may occur. I/my child freely and voluntarily agree to participate in the activity listed here.

I/MY CHILD AGREE THAT (print name) _____ WILL ABSTAIN FROM THE USE OF ILLEGAL DRUGS AND ALCOHOLIC BEVERAGES WHILE PARTICIPATING IN OR TRAVELING TO AND FROM THIS ACTIVITY.

AGREED AND ACCEPTED BY _____ (Participant Signature)

AGREED AND ACCEPTED BY _____ (Parent Signature) <i>(PARENT OR LEGAL GUARDIAN IF UNDER THE AGE OF 18)</i>

Please complete ALL of the following information, PLEASE PRINT NEATLY:

Check One:

- Male
- Female

NAME _____ DATE _____

STUDENT ID# _____ PHONE (_____) _____ - _____

ADDRESS _____

E-MAIL ADDRESS _____

Person to notify in case of emergency _____ Relationship _____

Phone _____ Other Phone _____