BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

TRINITY UNIVERSITY

STUDENT/PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

Printed Name of Student/Participant: _____

Course/Activity: _____ Course Number (if applicable): _____

Instructor/Sponsor: _____ Destination (if travel required): _____

Semester/Dates of Participation: _____ Date of Birth: _____

I, (or on behalf of my minor child), hereby acknowledge that Student/Participant has voluntarily elected to enroll/participate in the Course/Activity above at Trinity University.

I understand that my participation in the Course/Activity is optional and that I may be exposed to risks associated with participation in the Course/Activity. I acknowledge that I voluntarily assume these risks and that I will abide by all policies of the University in my participation. If I am unable to assume these risks I agree to work with my Instructor/Sponsor to identify possible alternative options. In addition, I understand that Trinity University has the right to ask me to terminate my participation at any time.

Trinity University expects members of its community to adhere to CDC and local health guidelines and restrictions, as warranted. However, Trinity University cannot control or prevent anyone's exposure to COVID-19 or other contagious or infectious disease. I also understand and acknowledge that COVID-19 or other contagious or infectious disease may be prevalent in the community, and that, in addition to other risks inherent to Course/Activity**, I AM VOLUNTARILY ASSUMING ANY AND ALL RISKS OF LOSS, INCLUDING PERSONAL INJURY, INFECTION, SICKNESS, PERMANENT DISABILITY, AND DEATH, THAT MAY BE SUSTAINED BY ME AS A RESULT OF MY PARTICIPATION IN THE COURSE/ACTIVITY.** I acknowledge that given the potential for the prevalence of COVID-19 or other contagious or infectious disease in the community, the University cannot provide an environment free from COVID-19 or other contagious or infectious disease and by my participation I may become exposed to the disease. I further understand and agree that I am responsible for following University, CDC, and public health guidelines for my protection and the protection of others. I also understand that should I become exposed to or contract any illness or disease, including COVID-19, I am solely responsible for my own care and condition and must follow public health guidelines relating to quarantine and isolation.

For and in consideration of being permitted to participate in the Course/Activity above (including related travel, if any), **I, THE UNDERSIGNED, HEREBY FULLY RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS** Trinity University and all trustees, officers, employees, agents, volunteers, contractors and representatives of Trinity University (collectively "TU"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury, illness, contagious or infectious disease to my person or my death or any one or more of the foregoing, arising directly or indirectly out of my participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of TU.

I FURTHER AGREE TO INDEMNIFY, DEFEND, COVENANT NOT TO SUE AND HOLD HARMLESS TU for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury, illness, contagious or infectious disease to me or my death, or the injury, illness, contagious or infectious disease to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of TU. By execution below I hereby acknowledge that I recognize and assume all of the risks associated with the Course/Activity.

IT IS MY EXPRESS INTENTION THAT THIS WAIVER, RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ALL LIABILITY, COST, EXPENSES, CLAIMS, CAUSES OF ACTION, AND/OR DAMAGES ATTRIBUTABLE TO OR CAUSED IN ANY WAY BY ANY NEGLIGENT ACT OR OMISSION OF FAULT BY THE UNIVERSITY AND/OR ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, AND/OR REPRESENTATIVES.

It is my express intention that this Agreement be binding on the members of my family, my heirs, assigns, and personal representative, and shall be deemed as a WAIVER, RELEASE OF LIABILITY, DISCHARGE, HOLD HARMLESS, ASSUMPTION OF RISK, and COVENANT NOT TO SUE Trinity University.

I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE COURSE/ACTIVITY, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT. I understand that TU does not provide such coverage, and that no insurance coverage may exist through TU to cover any injuries, illnesses, contagious or infectious diseases or damages which I may sustain or claims which may arise as a result of my participation in the Course/Activity.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the State of Texas, and venue with respect to any dispute arising between TU and any other party that involves this Release and Indemnity Agreement or my participation in the Course/Activity shall be exclusively in Bexar County, Texas. Each provision of this Release and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by TU or any other person or entity which is hereby released.

I hereby grant Trinity University the right to use, for promotional or educational purposes only, any photographs or audio/video recordings of me taken by Trinity University, its employees or agents, during my participation in the Program. I further understand and agree that Trinity University may use (for educational or marketing purposes) any statements or quotes attributed to me in any Program evaluations.

I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.

Signature of Student/Participant_____ Date_____

_____

Printed name of Student/Participant

****If the Student/Participant is not eighteen (18) years of age or older, the signature of Student/Participant's parent or legal guardian is required.**

As parent or legal guardian of the above-mentioned Student/Participant, I agree to and approve the terms of this Release and Indemnity Agreement and consent to the Student/Participant's participation in the Course/Activity and warrant that I have full authority to do so on behalf of myself, the Student/Participant and the Student/Participant's heirs, personal representatives and assigns. I understand and assume the risks of the Student/Participant's participation in the Course/Activity.

I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE Trinity University and all instructors, sponsors, agents, employees, officers, trustees and affiliates of Trinity University (collectively "TU"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, from any and all claims, demands, controversies, actions or causes of action, belonging to me or Student/Participant now or in the future for any damage to or loss of Student/Participant's property, and any injury to Student/Participant's person or Student/Participant's death or any one or more of the foregoing, arising directly or indirectly out of Student/Participant's participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of TU.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TU for, from and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of Student/Participant's property or the property of another, any injury to Student/Participant or any other person, any injury resulting in Student/Participant's death or the death of another or any one or more of the foregoing, arising out of Student/Participant's participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of TU.

As a parent or legal guardian of the above-mentioned Student/Participant, I hereby grant Trinity University the right to use, for promotional purposes only, any photographs of the above-mentioned Student/Participant taken by Trinity University, its employees or agents, during my participation in the Program. I further understand and agree that Trinity University may use (for marketing purposes) any statements or quotes attributed to me or the above-mentioned Student/Participant in any Program evaluations.

I hereby grant Trinity University the right to use, for promotional purposes only, any photographs of me taken by Trinity University, its employees or agents, during my participation in the Program. I further understand and agree that Trinity University may use (for marketing purposes) any statements or quotes attributed to me in any Program evaluations.

_____

Signature of Parent or Legal Guardian

_____

Printed Name of Parent or Legal Guardian

Date _____