

**ABILENE CHRISTIAN UNIVERSITY
ASSUMPTION OF RISK, RELEASE AND
INDEMNIFICATION AGREEMENT**

I am fully aware of dangers and risks involved in _____

(herein referred to as "the Activity") which include, but are not limited to the following dangers and risks: _____

and I choose to voluntarily participate in the Activity with full knowledge that the Activity may expose me to such dangers and risks. **I THEREFORE AGREE TO VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL SUCH DANGERS AND RISKS** to which I may be exposed as a result of participating in the Activity.

As consideration for being allowed to participate in the Activity, which is sponsored by Abilene Christian University ("ACU"), **I HEREBY RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY** ACU (and its Board of Trustees, officers, employees, agents, volunteers and students) from any and all liability, claims, demand, suits, costs, and charges, in connection with or arising out of the Activity, including, but not limited to, any serious bodily injury, medical care received following an injury, death or property damage sustained by myself or others, except for loss, harm, or injury caused by gross negligence or intentional misconduct by ACU (or its Board of Trustees, officers, employees, agents, volunteers or students).

I further understand and agree that this agreement is to be binding on my family, heirs, assigns, and personal representatives.

I certify that I am physically and mentally able to participate in the Activity. I understand that if I am at all uncertain about my ability to participate in this Activity, it is my obligation to consult my personal physician. In the case of a medical emergency occurring during my participation in the Activity, ACU (and its employees or agents) may (but is not obligated to) take any actions to secure whatever treatment it considers to be warranted under the circumstances regarding my health and safety. Such actions do not create a special relationship between ACU and me. I agree to be solely responsible for any costs related to that treatment.

This agreement is governed by Texas law, and I understand that this agreement is intended to be as broad and inclusive as is permitted by Texas law. If any portion of this agreement is invalid, I agree that the remaining provisions shall continue to be in full force and effect.

I certify that I am at least 18 years old or if I am not yet 18, that my parent or guardian has read this agreement and signed below. I have read this agreement, I understand it, and I agree to be bound by all of its terms.

Signature: _____

Date: _____

Name (Print): _____

Signature of Parent (If Under 18): _____

Date: _____

Parent Name (Print): _____