

Kilgore College Camp/Extracurricular Activity Waiver, Release, and Indemnification Agreement

1. In consideration for voluntarily participating in the Camp/Extracurricular Activity and other valuable consideration, I hereby accept all risk associated with same participation and RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Kilgore College (KC), its Board of Trustees, its officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise (including but not limited to the negligence of other students and/or participants), while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises and/or activity.

2. To the best of my knowledge, I am in proper physical condition to participate in this activity. I represent and warrant that I have no known medical conditions that would limit or prohibit my participation in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to any inherent risks and/or dangers involved, and I hereby elect to voluntarily participate in said activity, and engage in such activity knowing that the activity 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, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, injury, damage, or costs, including court costs and attorney's fees, that may arise from or relate to my participation in said activity or event and is caused in whole or in part by my negligent or intentional act and/or omission.

4. It is my express intent that this 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, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. 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.

5. I UNDERSTAND THAT KC WILL NOT BE RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN DURING THIS EVENT AND/OR ACTIVITY.

6. I further agree to become familiar with the rules and regulations of KC concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

6a. Alcohol Use is prohibited for listed event.

7. I further agree to compensate the College for these facilities in accordance with the terms and conditions of the agreement if any damages occur while in use by Camper.

8. FEES

Any damages to any areas used by Purchaser or situations requiring excessive cleaning will result in the assessment of an additional \$125 fee per incident. Purchaser shall be liable for all damages to buildings, grounds, gardens, fields, and equipment incident to Purchaser's use of Facility.

9. I also understand that I should and am urged by KC to obtain adequate health and accident insurance to cover and personal injury to myself, which may be sustained during the activity or the transportation to and from said activity.

10. KC and its governing Board reserve the right to use, reproduce, distribute, and/or display any camper's image, likeness or voice from any video or photograph taken at this activity or on KC's property. I further agree that such images are KC's sole property and understand the camper's name will not be used. By signing below, I agree to same.

BY SIGNING BELOW, I ACKNOWLEDGE, WARRANT, AND REPRESENT THAT I have read the foregoing Waiver, Release and Indemnification Agreement, understand it releases all claims and causes of action related to my or my child's participation in this event/activity, 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 the same.

Printed Name of Participant: _____

Signature of Participant: _____
(required if Participant is 18 or older)

Date: _____

Printed Name of Parent or Guardian (required if Participant is under 18): _____

Signature of Parent or Guardian: _____
(required if Participant is under 18)

Date: _____

Name and Date of Camp/Activity Attending: _____