

# Visiting Players Statement of Risk and Release of Liability

Visiting players of the Sport Clubs Program at Texas State University should know the risks inherent in the program's activities and events. These risks include accidents or illnesses while traveling to and from events, as well as risk of injury and even death while participating in the various club events. These risks cannot be eliminated completely.

Texas State University, its employees and agents assume no liability for Sport Clubs activities and events. The participants in the events are solely responsible for their health, safety and welfare.

If a trainer or an individual certified in first aid is provided for the visiting team and its players, it is with the understanding that doing so is a service provided to the event, and in no way promises or implies responsibility by Texas State University, its employees or agents, for injuries or death.

Staff or faculty advisors volunteer services to Sport Club Program events serve only as liaisons with the university, and do not function as insurers of club activities, events or of club safety, nor does the Department of Campus Recreation of Texas State University serve in this capacity.

## RELEASE AND INDEMNITY

As a participant of a Sport Club Program event at Texas State University, I affirm that:

1. I am aware of my physical condition;
2. I am voluntarily participating in a Sport Club Program event at Texas State University;  
and
3. I am assuming all risks arising from my participation in event.

Releasees: The Board of Regents, The Texas State University System, Texas State University and all the employees, agents, and officers for these entities (Releasees).

**Release: In consideration for facilitating my participation in the Sport Clubs Program event, I release, discharge, and agree not to sue Releasees for any claims demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to my property and any injury, including death, that I may sustain whether or not caused by the negligence of the Releasees, while participating in the Sport Clubs Program event, supervised or unsupervised, or while in transportation to and from activities.**

Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Sport Clubs Program event. I am aware of the risks and hazards connected with the activities, and I elect to participate voluntarily and engage in the event knowing that the Program may be hazardous to my property and me. I voluntarily

and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in the program, whether or not based on the negligence or other wrongful conduct of Releasees.

**Indemnity: I also agree to indemnify and hold harmless the Releasees from any and all loss, liability, damage, or costs of any nature whatsoever, including court costs and attorney’s fees, that they may incur due to my participation in the Sport Clubs Program event whether caused by the negligence of Releasees or otherwise. For example, I specifically agree to indemnify and hold harmless the Releasees from losses they may incur as a result of my injuring another person or damaging another person’s property while participating in the event.**

Intent: I intend that this Statement of Risk and Responsibility and Release of Liability bind not only me, but also the members of my family and my spouse (if any), if I am alive, and my heirs, assigns and personal representatives, if I am not alive. I intend this as a release, discharge and promise not to sue Releasees. I further agree that this Statement of Risk and Responsibility and Release of Liability should be construed in accordance with the laws of the State of Texas.

This Statement of Risk and Responsibility and Release of Liability supersedes any verbal commitments to the contrary concerning the responsibility of Texas State University, its agents and employees. I verify that I have read, understand, and agree to this Statement of Risk Release of Liability. I understand it and sign it voluntarily as my own free act.

I certify that I am of lawful age (18 years or older) and legally competent to sign this agreement.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature of Participant

\_\_\_\_\_

Date

<b>Event Date</b>	<b>Event</b>
November 4-5, 2023	Bobcat Open Fencing Tournament

School Name: \_\_\_\_\_