ACKNOWLEDGMENT AND RELEASE AGREEMENT
(GUARDIAN ON BEHALF OF MINOR PARTICIPANT)

This Acknowledgment and Release Agreement ("Release") is entered into as of the date of signature ("Effective Date") between Angelo State University, a Texas public institution of higher education located in San Angelo, Texas ("University") and the adult parent or guardian named below ("Guardian"), on behalf of such Guardian and the minor participant ("Minor") named below.

1. **Activity**. Guardian desires Minor to enter the University campus and participate in the ASU Junior High and High School Cheer Tryout Prep Clinic on January 20, 2024, at the Center for Human Performance (CHP) ("Activity").

2. **Acknowledgment of Risk**. Guardian acknowledges that the nature of the Activity may expose Minor to hazards or risks that may result in personal injury, illness, or death, caused by: (a) engaging in the Activity or events associated with Activity; (b) traveling via any means of transportation to or from the Activity or during the duration of the Activity; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Activity or related activities; or (d) exposure to other dangerous conditions associated with the Activity.

3. **Representations of Guardian**. Guardian represents: (a) Guardian is at least eighteen (18) years of age; (b) Guardian has the requisite capacity and legal authority to execute this Release on behalf of Guardian and Minor; (c) Minor is physically and mentally able to participate in all aspects of the Activity or related activities; and (d) Minor is able to be in the presence of, as well as use, the materials, tools, supplies, machinery, or equipment or other items associated with or utilized during the Activity or related activities.

4. **Conduct and Compliance with Laws and Policies**. Guardian represents Minor will comply with all applicable federal, state, and local laws, and University operating policies and direction in Minor's conduct while engaging in the Activity.

5. **Release of University**. Guardian understands and agrees that University cannot be expected to control or avoid all risks associated with the Activity and related activities; therefore, in consideration of the benefits Guardian and Minor will receive through Minor's participation in the Activity, Guardian, on behalf of Guardian and Minor, does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDUCTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY MINOR'S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER PERSON RELATED THERETO.**

6. **Emergency Medical Treatment**. Guardian consents to any emergency medical treatment for Minor that may be required as a result of accident or illness arising out of participation in the Activity or related activities; provided, the cost of any such treatment will be Guardian's sole responsibility. Guardian acknowledges that University does not provide health and accident insurance for participants engaged in the Activity or related activities.

7. **Miscellaneous**. This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. The sole proper place of venue for any dispute arising out of this Release shall be in Tom Green County, Texas. By their signature below, Guardian now agrees to be bound by the terms of this Release for the duration of the Activity or related activities, whether such Activity began prior to, on, or after the Effective Date.

End of Release. Signature page follows.

Minor:

Minor's Printed Name	Minor's Cell Phone Number (if any)

Guardian

Guardian's Signature	Guardian's Relationship to Minor

Guardian's Printed Name	Guardian's Cell Phone Number
Date	Guardian's Alternate Phone Number/Email

Emergency Contact (Other than Guardian):

Printed Name	Emergency Contact Phone Number
Relationship to Minor	Alternate Emergency Contact Number/Email