

STUDENT PARTICIPANT ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Student Participant Acknowledgment and Release Agreement (“Release”) is entered into as of the date of signature below (“Effective Date”) between Angelo State University, a Texas public institution of higher education located in San Angelo, Texas (“University”) and the undersigned student (“Student”).

1. **Activity and Safety.** Student will participate in [ASU College Cheer Prep Clinic on February 11, 2023 at the Center for Human Performance (CHP)] (“Activity”). While Student’s participation in the Activity is a requirement of Student’s academic course or program, Student acknowledges and agrees that Student will be attentive to the particular risks or dangers associated with the Activity by engaging in behaviors and actions appropriate to safe participation in the Activity (“Safety Measures”). The Safety Measures include, but are not limited to: [adhering to the directions of clinic directors]. Student acknowledges and agrees that adherence to the Safety Measures, policies, procedures, University directives, and specific rules is a requirement for participation in the Activity.
2. **Acknowledgment of Risk.** Student acknowledges the nature of the Activity may expose Student 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. Student acknowledges these risks are not necessarily diminished by Student’s adherence to the Safety Measures and that the Safety Measures are only intended to reduce the likelihood of injury to self, others, and property, not to eliminate risk or impose liability of any kind or character on University.
3. **Representations of Student.** Student represents that they are: (a) at least eighteen (18) years of age; (b) physically and mentally able to participate in all aspects of the Activity or related activities; and (c) able to be in the presence of, as well as use, the materials, tools, supplies, machinery, or equipment or other items associated with the Activity.
4. **Conduct and Compliance with Laws and Policies.** Student agrees to comply with all applicable federal, state, and local laws, University operating policies, and University direction of Student’s conduct while engaging in the Activity.
5. **Release of University.** Student 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 Student will receive through their participation in the Activity, Student 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 STUDENT’S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, STUDENTS, VOLUNTEERS, OR OTHER PERSONS RELATED THERETO.**
6. **Emergency Medical Treatment.** Student consents to any emergency medical treatment 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 Student’s sole responsibility.
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. Student expressly agrees that this Release is intended to be as broad and inclusive as permitted by Texas law. 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, Student 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.

Student:

Signature

Printed Name

Date

Emergency Contact:

Printed Name

Relationship to Student

Student's University ID Number

Student's Cell Phone Number

Student's Email Address

Emergency Contact Phone Number

Alternate Emergency Contact Number/Email