



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for participating in \_\_\_\_\_ and other valuable consideration, I \_\_\_\_\_ hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** College of the Mainland, 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, 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, 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.**
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises 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, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.**
4. It is my express intent that this Release and Hold Harmless 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 THE COLLEGE WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.**
6. I further agree to become familiar with the rules and regulations of the College 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.
7. I also understand that I should and am urged by College of the Mainland to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
8. I **ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.**

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it 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 same.**

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent (if Participant is under 18 years of age or a dependent on parent's insurance and taxes for the period of the event)

**MEDICAL TREATMENT PERMISSION FORM**

Student's Name \_\_\_\_\_

I give my permission, consent and authorization for any medical treatment deemed necessary by a hospital or physician. I appoint the event coordinator and/or director my lawful agent with power to authorize and consent to the administration of medical treatment during the aforementioned event. **OR**

I decline to give my permission for any medical treatment on religious or other grounds. I understand that in the event that I am injured, the event coordinator will take any steps deemed appropriate to prevent further harm.

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Health Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Other Emergency Contacts: \_\_\_\_\_

Please list all allergies, restrictions or health exceptions: \_\_\_\_\_

**This form should be properly signed and turned in at the time of registration. In case of such accident or illness, I will assume responsibility for any medical bills incurred on my behalf.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent (if Participant is under 18 years of age or a dependent on parent's insurance and taxes for the period of the event)

## Instructions for Completing the Waiver and Hold Harmless Agreement for Students

This form should be completed and signed by any student/parent who is participating in COM sponsored extracurricular activities, including such activities as club sports, field trips, student recreation activities, etc. In addition to reducing risk to COM, it also provides the College with authority to obtain medical treatment for student participants in the event of an emergency.

### Directions:

1. Either you or the student can fill in the name of the event/activity in which the student is participating as well as the student's name.
2. The student/parent should initial each of the eight numbered clauses signifying their understanding.
3. The student/parent should fill out the date and sign the Waiver.
4. Please have the student complete the Medical Treatment Permission Form with as much specificity as possible. ***Students will not be denied an opportunity to participate if they do not have health insurance or decline to give medical treatment permission for reasons of conscience, religion, etc.***
5. Please make sure that the student does provide the name and telephone number for at least one emergency contact.
6. The student should list any information on form that might be helpful to health providers in the event medical treatment is necessary.
7. Please make sure the form is properly signed before the commencement of the activities.

\*\*Please note that medical information may be provided on this document. Please ensure the document is properly maintained consistent with FERPA guidelines.