

Houston Community College
RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT
(Domestic Travel – Individual)

I. Basic Terms and Definitions.

The following are basic provisions of this Release and Waiver. Unless the context otherwise requires, the capitalized terms used in this Release and Waiver shall have the meanings attributed to them in this section.

Participant: _____ (the “Participant”).

Program Name: _____ (the “Program”).

Location of Program: The premises or location where any portion of the Program Activities takes place. See Attachment A for a general list of cities and states where the Program Activities will occur (whether one or more locations, the “Program Site”).

Dates of Trip: _____, 20____ to _____, 20____ (the “Program Dates”)

Program Activities: All activities, currently planned or as may be determined, undertaken as a part of or in connection with the Program. A general, but not comprehensive, list of Program Activities is set forth on Attachment A (collectively, the “Program Activities”).

II. Release, Waiver and Covenants.

In consideration of the funding, academic credit or other services provided by Houston Community College (the “College”) in connection with the Program, I hereby acknowledge and agree to the following:

1. **Elective Participation.** I acknowledge that while experiential learning credits are required by the College, my participation in this Program involving domestic travel is elective and voluntary and is not required by the College.

2. **Rules and Requirements.** I agree to conduct myself in accordance with the College policies and procedures, including the College’s Student Handbook. I acknowledge receipt of any applicable rules and requirements of the Program and I agree to abide by them. I acknowledge the College has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to or incompatible with the best interests, comfort, harmony or welfare of the College, my conduct violates any rule of the Program or the College policies and procedures, or for any other reason in the College’s discretion. I understand that in the event my participation in the Program is terminated under this paragraph, I will be solely responsible for the cost of return travel. I further understand and agree that the College is not responsible for any injury or damage that I sustain while participating in the Program. I acknowledge that I am solely responsible for any legal problems I encounter and the College is not responsible for providing any assistance under those circumstances.

3. **Informed Consent.** I participated in the planning of the Program or voluntarily chose to participate in a Program planned and organized by a third party unrelated to the College and am fully informed of the activities included in it and that those activities will be held in and around the Program Site. I understand the various Program aspects and that travel of any type may be dangerous and I accept the risks of such travel. I have reviewed the travel itinerary for the Program and understand the dangers, hazards and risks inherent in the Program and my participation in it including but not limited to traveling to, within and from the Program Site via private vehicle and common carrier, overnight accommodations, conditions of equipment, facility conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest, hostilities, terrorism, war, natural disasters and weather conditions, and negligent, inferior or the unavailability of first aid operations or medical treatment. I further understand that as a Participant in the Program I could sustain personal injuries, property damage, or even death as a consequence of the Program Activities, local transportation to and from the various Program Sites, and travel to and from the Program Site.

I understand that serious injuries could occur during participation in this Program and that as a Participant, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility and that I am responsible for creating my own plans for response to any medical emergency, disaster and all other potential maladies and dangers.

4. **Release and Waiver of Liability.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the College, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "*Releasees*") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees, litigation costs and expenses of any appeal), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PROGRAM SITE.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or intentional acts.

5. **Assumption of Risk.** I understand that there are potential dangers incidental to my participation in the Program, some of which may expose me to the risk of serious personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to, within and from the Program Site via private vehicle and common carrier, overnight accommodations, conditions of equipment, facility conditions, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent, inferior or the unavailability of first aid operations or medical treatment, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEE'S INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my participation in the Program.

6. **Indemnity.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any

and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees, litigation expenses and costs of appeals), arising from any loss, injury, property damage or death that I may cause or suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

7. **Personal Belongings.** I understand and acknowledge that the College is not responsible for the loss of any personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

8. **Personal Medical Expense and Insurance.** I acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program. I acknowledge that the College strongly recommends that I purchase and maintain during the term of the Program personal medical insurance.

9. **Photos.** I consent to the use of my photographs, comments, and photographic likenesses by the College for publicity purposes insofar as the College may in its discretion think fit.

10. **Independent Activity.** The College is not responsible for my welfare during the Program and I acknowledge that I engage in such travel or absences at my own risk. I further acknowledge that the College provided monetary support for the Program and that the College's decision to provide the support was based on a request I prepared. The implementation of the Program is in my control or the control of a person or entity unrelated to the College. I acknowledge the College assumes no responsibility to further assist me in implementing the Program, to supervise me while I am conducting the Program or to provide any services during the Program. I absolve the College from all such responsibility and acknowledge I have no right to look to the College to provide any supervision or assistance during the Program and the College has no responsibility or obligation to provide such supervision or assistance.

11. **Property Damage.** If I damage property belonging to the College or any other college, hotel, hostel or other facility providing service to the Program, or belonging to any individual associated with any of the foregoing, I agree to indemnify the injured party, regardless of whether the loss or damage arises out of the joint or concurrent negligence of any other party, and agree to accept such penalty as the College may impose.

12. **Certification of Fitness to Participate.** I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical record or history that could be aggravated by my participation in the Program.

13. **Governing Law.** This document is to be construed under the laws of the State of TEXAS, U.S.A. without regard to its choice of law provisions.

14. **Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

[SIGNATURE FOLLOWS ON IMMEDIATELY SUCCEEDING PAGE]

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or I am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date

