



### **Assumption of Risk, Release and Indemnification**

From time to time, chapters and affiliates of The Ex-Students' Association of the University of Texas ("Texas Exes") may volunteer or participate in non-profit, charitable and other third-party events and activities (collectively, the "Activities").

I understand that Texas Exes urges all volunteers and participants to act in such a manner as to protect their safety and the safety of others. I understand and agree that I am, and all other persons who volunteer or participate in an Activity are, doing so solely at our own risk and fully understand the responsibility as a volunteer or participant in an Activity to act in a safe, responsible and prudent manner.

For and in consideration of my volunteering or participation in an Activity, I hereby release and discharge Texas Exes and their respective officers, agents and employees (individually, a "Released Party" and collectively, the "Released Parties") from any and all liability, actions, demands, expenses, attorneys fees, breach of any statutory duty, or other duty of care, warranty, strict liability actions, causes of action and any other claim whatsoever (collectively "Claims"), that I may now have or may acquire in the future, 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, while traveling to or from, or volunteering or participating in an Activity. The foregoing release and discharge shall not apply to a particular Released Party to the extent that any Claim resulted from the gross negligence of that Released Party.

I further hereby agree to indemnify and hold harmless Texas Exes, and their respective officers, agents and employees (individually, an "Indemnitee" and collectively, the "Indemnitees") from any loss, liability, law suit, damage or cost, including court costs and attorneys' fees, arising from or in connection with my volunteering or participation in an Activity. The foregoing indemnification and hold harmless agreement shall not apply to a particular Indemnitee to the extent that the loss, liability, law suit, damage or cost resulted from the gross negligence of that Indemnitee.

**Governing Law and Arbitration:** This Assumption of Risk, Release and Indemnification shall be governed by the laws of Texas without regard to its principles of conflicts of law, and venue for any court proceeding shall be in the Federal and state courts that include Austin, Texas. TO THE EXTENT NOT PROHIBITED BY LAW, I WAIVE ANY RIGHT TO A JURY TRIAL THAT I MIGHT HAVE.

I expressly agree that this Assumption of Risk, Release and Indemnification, cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by Texas law, and that if any portion of this Assumption of Risk, Release and Indemnification, is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

This Assumption of Risk, Release and Indemnification shall be binding on me, my successors, representatives, heirs, executors, assigns, and transferees.

\_\_\_\_\_  
Signature of Volunteer/Participant

\_\_\_\_\_  
Full Name of Volunteer/Participant (Print)

\_\_\_\_\_  
Date

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IF VOLUNTEER/PARTICIPANT IS YOUNGER THAN 18 YEARS OF AGE:

I am the parent or legal guardian of \_\_\_\_\_, a minor, and on the minor's behalf, and on my own behalf, I accept the foregoing Assumption of Risk, Release and Indemnification as a requirement for allowing this minor to volunteer or participate in an Activity. I represent that I have the authority to give this Assumption of Risk, Release and Indemnification.

\_\_\_\_\_  
Parent/Guardian Full Name (Print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date