



UNIVERSITY OF THE INCARNATE WORD

RELEASE, WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT for Students Participating in a University Program

Please print and complete in full.

Name _____

Permanent Address (Street, City, State, Zip) _____

Date of Birth _____

Student ID Number: _____

Program Name (include city, state where Program to be held): _____

Program Dates: _____

Authority: I am a student at the University of the Incarnate Word ("UIW") that will be participating in the University Program ("Program") described above. I understand and acknowledge I am not required to participate in this Program and my participation is voluntary. I represent and acknowledge by my signature below that I am at least eighteen (18) years of age and am fully competent to sign this Release, Waiver of Liability and Hold Harmless Agreement (the "Agreement"). I acknowledge that I am signing this Agreement on my behalf and I agree to be bound by its terms.

Assumption of Risk: I acknowledge and accept that the transportation and participation in this Program may expose me to hazards or risks that may result in illness, including communicable diseases such as COVID-19, personal injury, or death, and I understand and accept all risks to my health that may result. I recognize and acknowledge that certain risks of harm are, or may be, inherent in the various activities contemplated herein, and that UIW cannot control all these risks. I acknowledge there may be physically strenuous activities and certify by my signature that I am physically fit and able to participate. I agree to abide by all UIW rules and guidelines. Including the UIW Student Handbook and UIW Student Code of Conduct, as well as the rules set forth for the Program. I understand that UIW is not responsible for any medical expenses associated with any property or personal injury I may sustain. I understand that UIW will not be responsible for any medical expenses associated with any property or personal injury I may sustain. I certify that I have read and understand this document.

Release: In consideration of UIW permitting me to participate in this Program, and providing transportation for same, I release UIW, its Board of Trustees, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all loss of personal property, illness or injury, including death, arising out of, resulting from, caused by, occurring during or in any way connected with the Program, including injuries caused by negligence of UIW and/or its Board of Trustees, officers, employees, and representatives, or any other participant in the Program that may be sustained by me while participating in the Program.

Personal Insurance: I agree, represent, and warrant that I will maintain personal health insurance through the duration of the Program. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me during my participation in the Program, and I hereby release and discharge UIW from all responsibility and liability for any injuries, illnesses, medical bills, or similar expenses I incur through my participation in the Program. Moreover, in the event of an emergency, I authorize UIW to take actions it deems necessary, including securing medical treatment for me as needed, all at my own expense. I release UIW from any liability related to the medical care received and for any expenses incurred.

COVID-19: I understand that by participating in this Program, I assume the risk of contracting or spreading COVID-19. I agree to take precautions to take to minimize such risks, and agree to follow CDC guidelines, including immediate departure from the Program if (a) I have or had contact with a person with a confirmed case of COVID-19, (b) I experience COVID-19 symptoms, or (c) I have tested positive for COVID-19. I acknowledge and accept that (a) UIW will not provide COVID-19 contract tracing or testing; (b) if I test positive for COVID-19 prior to the start of the Program, I will receive a refund of my Program fee, if any; however, if I become sick with COVID-19 symptoms or test positive for COVID-19 after the Program has begun, I will not receive a refund of my Program fee, if any; (c) if another participant in the Program

becomes ill with COVID-19 symptoms after the Program has begun, the Program may be cancelled without a refund; and (d) the Program will be cancelled if Program staff and/or participants are noncompliant with UIW's COVID-19 protocols.

Indemnity, Hold Harmless, and Waiver: I agree to indemnify and hold harmless, waive and covenant not to sue UIW and its Board of Trustees, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the above-referenced Program. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE, WAIVER AND HOLD HARMLESS OF LIABILITY AND INDEMNIFICATION OF ALL CLAIMS AND CAUSES OF ACTION FOR ANY INJURY OR DEATH TO MYSELF THAT OCCURS WHILE PARTICIPATING IN THE PROGRAM, AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE ON THE DATE SIGNED.

*Student Participant Signature: _____ Date Signed: _____

*Must be at least eighteen (18) years of age