

**Hardin-Simmons University**  
**Assumption of Risk, Waiver, and Release from Liability**

As a participant in the Hardin-Simmons University \_\_\_\_\_ camp and all related use of the property, equipment, and services related thereto, the undersigned ("I" "me" or "my" herein) agrees as follows:

1. **RISK FACTORS.** I understand and acknowledges that the participation in camps at Hardin-Simmons University ("University") and any other programs and services sponsored by the Department of University \_\_\_\_\_ and/or non-sponsored activities occurring on the property) involve many various risks, including but not limited to the following: risk of property damage and bodily injury, including but not limited to broken bones, smashed fingers and limbs, ruined clothing or personal equipment, scrapes, scratches, bruises, scarring, permanent or temporary disability, paralysis and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts or omissions of the University or others, or from the unavailability of emergency medical care (collectively "Risk Factors.").
2. **ASSUMPTION OF THE RISK.** I understand that participating in camp activities and the use of exercise machines and weight lifting equipment involves the Risk Factors above. Understanding the gravity of these Risk Factors, I voluntarily assume all risks that arise out of participating in the camp and using the equipment, facilities, or services or activities occurring during the camp, including the Risk Factors described above. The only exception to my assumption of risk are injuries caused by the gross negligence or willful or wanton misconduct of any employees, agents, trustees, officers, or volunteers of Hardin-Simmons University.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** I acknowledge reading and knowing all policies and procedures relating to the camp's activities, facilities, and/or equipment and understand that the safe and proper use of facilities, equipment or participation in the camp activity is dependent upon carefully following such policies and procedures. I agree to comply with and abide by all rules and regulations of the University. The University staff reserves the right to revoke or terminate my privileges for any violations of the rules and regulations of the University or for any violations of the policies and procedures relating thereto.
4. **PREREQUISITE SKILLS.** I acknowledge that I have the requisite skills, training, qualifications, and physical and mental ability necessary for the proper and safe participation in the camp or use of the related equipment and facilities, and to participate in all activities of the camp.
5. **WAIVER.** I waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.
6. **INDEMNIFY AND DEFEND.** To the fullest extent permitted by law, I hereby release, waive, indemnify and hold Hardin-Simmons University and all of its officers, trustees, directors, employees, affiliates, volunteers, and agents, past or present (hereinafter jointly referred to as "Indemnitees") harmless from any and all claims, actions, causes of action, suits, liability, losses, demands, damages, expenses, fees, and costs (including but not limited to reasonable fees and costs for attorneys, witnesses, professionals, alternative dispute resolution and courts) for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to my participation in the camp, INCLUDING THE NEGLIGENCE OF THE UNIVERSITY OR ANY INDEMNITEES IDENTIFIED ABOVE.
7. **REPRESENTATIVES.** I enter into this agreement on behalf of myself as well as my heirs, assigns, and any legal representatives or family members claiming through me.
8. **CONSENT FOR EMERGENCY TREATMENT.** I hereby consent to medical treatment in a medical emergency or if I am unable to consent to such treatment.
9. **INSURANCE.** I understand the University does not carry participant insurance and that I will be solely responsible for any medical, health or personal injury costs relating to my participation in the camp. I have been encouraged to have a medical physical examination and purchase health insurance prior to my participation in the camp.
10. **JURISDICTION.** This Assumption of Risk, Waiver, and Release from Liability Agreement ("Agreement") shall be governed by the the laws of the State of Texas for choice of law, and Taylor County, Texas is the exclusive venue for any disputes arising from the Agreement or any use or activity relating to the Fitness Center.
11. **LIABILITY.** I agree to be liable for and to pay all damages caused to the University or any Indemnitee by my negligence or gross negligence, or intentional or willful conduct.
12. **SEVERABILITY.** If any term, clause, or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

HSU Identification Number: \_\_\_\_\_

Print Name: \_\_\_\_\_