

Liability Release for Minor Participant

PARENT/LEGAL GUARDIAN CONSENT, RELEASE, and WAIVER of
LIABILITY, ASSUMPTION of RISK, and INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT(S)

Release, Waiver and Covenants

In consideration of academic credit or other services, including but not limited to participation in the program or event(s) described herein or being permitted to enter any restricted area(s) described herein, which are provided by Houston Community College (the "College") or a third-party organizer (that program, event, or service, the "Program"), I hereby acknowledge and agree to the following:

1. I know the nature of the Program and the Minor's experience and capabilities. I believe the Minor to be qualified to participate in the Program. I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come into contact. **IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE PROGRAM.**

Informed Consent and Assumption of Risk

2. I (or the Minor) voluntarily chose to participate in the Program and am fully informed of the activities included in it and that those activities will be held in and around the Program's site. I understand the various Program aspects and that travel of any type may be dangerous, and I accept the risks of such travel for the Minor. I have reviewed the travel itinerary for the Program and understand the dangers, hazards, and risks inherent in the Program and my/the Minor's participation in it, including but not limited to (1) traveling to, within, and from the Program's site via private vehicle and common carrier; (2) overnight accommodations; (3) conditions of equipment and facilities; (4) language barriers; (5) safety hazards; (6) crime; (7) disease; (8) consumption of food; (9) civil unrest; (10) hostilities; (11) terrorism; (12) war; (13) natural disasters and weather conditions; and (14) negligent, inferior, or the unavailability of first aid operations or medical treatment.
3. I understand that serious injuries could occur during participation in this Program and that, as a participant, the Minor could sustain serious personal injuries, illness, property damage, or even death as a consequence of the actions, inactions, negligence or fault of others, including but not limited to the College, 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 may be sustained 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. I fully understand and will instruct the Minor that:
 - a) Participants will be required to conduct themselves in accordance with the event/activity policies and procedures. I acknowledge receipt of any applicable rules and requirements of the Program, and I agree to instruct/advise the Minor to abide by them. I acknowledge that the College has the right to terminate my, or the Minor's, participation in the Program if it is determined that my or the Minor's conduct is detrimental to or incompatible with the best interests, comfort, harmony, or welfare of the Program, if conduct violates any rule of the Program or College policies and procedures, or for any other reason in the College's sole discretion. I understand that in the event 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 sustained by myself or the Minor while participating in the Program. I acknowledge that I am solely responsible for any legal problems I or the Minor encounters and the College is not responsible for providing any assistance under those circumstances;
 - b) **THE ACTIVITIES OF THE PROGRAM CAN BE VERY DANGEROUS** and participation in the Program and/or entry into Restricted Areas involves **RISKS AND DANGERS OF SERIOUS BODILY INJURY AND DEATH**;
 - c) These risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Program, including but not limited to agents of the College, the Program rules, the condition and layout of the premises and equipment, and/or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**;
 - d) There may be **OTHER RISKS NOT KNOWN TO ME** or that are not readily foreseeable at this time, including but not limited to **SOCIAL AND ECONOMIC LOSSES**. Damages resulting from risks associated with the Program **COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE**.
5. I consent to the Minor's participation in the Program and/or entry into restricted areas and **HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**.
6. **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 or the Minor's participation in the Program.
7. If, despite the release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named below, **I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED BELOW, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.

Release and Waiver of Liability

8. I, on behalf of myself and the named Minor, my/their personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Houston Community College, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "*Releasees*") for any and all bases 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.

Personal Belongings

9. I understand and acknowledge that the College is not responsible for the loss of any personal belongings or property that may be sustained during participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

Personal Medical Expense and Insurance

10. I acknowledge that I am responsible for the cost of any and all medical and health services the minor attendee 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.

Photos

11. I consent to the use of my and the Minor's photographs, comments, and photographic likenesses by the College for publicity purposes insofar as the College may in its sole discretion think fit.

Property Damage

12. If I or the Minor damages 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.

Certification of Fitness to Participate

13. I attest that the attendee is physically and mentally fit to participate in the Program and that the attendee does not have any medical record or history that could be aggravated by participation in the Program.

Governing Law

14. 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.

Severability

15. 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.

I sign this agreement on my own behalf and on behalf of the Minor.



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.

OR

I certify that I have custody of Minor, or I am the legal guardian of Minor 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 Minor in granting a release to Releasees as set forth in detail above.

Parent/Legal Guardian Signature

Printed Name

Date

Witness

Printed Name

Date

Minor Name

Minor Age

Date



Minor - Medical Information

Please share any medical related information and/or any information on allergies or medications you think HCC should be aware of.

Minor's Name: _____

Medication(s): _____

Allergies: _____

Other Medical conditions you think we should be aware of: _____

Emergency Contact Information:

First Name

Last Name

Phone Number

Relationship

Signature of Parent/Guardian

Phone

Date