

Lamar University
Waiver of Liability and Hold Harmless Agreement

Date: _____

In consideration for receiving permission to participate in the Music Department activity:

I hereby **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** Lamar University, the Board of Regents of the Texas State University System, their respective regents, officers, or employees (hereinafter referred to as **RELEASEES**) from any and all liability claims, demands, actions and causes of action whatsoever 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, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while traveling to or from, in, on, or upon the premises where the activity is being conducted.

I have the prerequisite skills qualifications, preparations, and training to participate in the activity in a safe and competent manner; and I acknowledge that the **RELEASEES** have relied upon this representation in allowing me to participate in this activity. I agree to participate and abide by the rules and regulations of Lamar University and the Department of Music, Theatre & Dance. Any questions that I have had concerning participation in this activity have been fully answered.

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS OF PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court and attorney fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE** or otherwise. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse if I am alive and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES IN SIGNING THIS RELEASE, AND I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed and based upon no representation that is not contained herein. I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

PRINT NAME _____

SIGNATURE _____

PERSON TO CONTACT IN AN EMERGENCY:

Name _____

Address _____

City, State Zip _____

Day phone _____ Night phone _____ Cell _____