Form No. OGC-S-2013-11

RELEASE AND INDEMNIFICATION AGREEMENT

PARTICIPANT: (Name and Address): _____

_____

INSTITUTION: University of Houston - Main Campus Dept.: of Campus Recreation

DESCRIPTION OF ACTIVITY OR TRIP: Participation and access to the Campus Recreation and Wellness Center-

for Battle in Space City Fencing Tournament.

LOCATION(S): Campus Recreation Recreation and Wellness Center / University of Houston Campus Recreation

DATE(S): December 9-10, 2023

I, the above-named Participant, have voluntarily applied and/or agreed to participate in the above-described Activity or Trip (hereinafter referred to as "the Activity or Trip"), which is associated with the above-named institution (hereinafter referred to as the "Institution"). I acknowledge that the nature of the Activity or Trip may expose me to hazards or risks that may result in my illness, personal injury, or even death, and I fully understand and appreciate the nature of such hazards and risks. Such risks may include, but are not limited to, illness, personal injury, or death that is caused from traveling via any means of transportation to and from the Activity or Trip and/or during the duration of the Activity or Trip, as well as engaging in activities or events that are typically associated with the Activity or Trip and related matters and activities, and being exposed to and/or using materials, tools, supplies, machinery and/or equipment or other items that are typically found and/or used during the Activity or Trip and related activities and being exposed to other dangerous conditions that are typically associated with the Activity or Trip and related activities. I acknowledge that the Institution in no way represents, or acts as an agent for any entity including, but not limited to, transportation carriers or other suppliers of services connected with the Activity or Trip.

International Travel Provisions (if applicable): I recognize and understand that I will very likely encounter cultures and laws that are different from those in the United States, and I may also encounter living and work conditions and/or standards that are different and/or significantly lower than those in the United States. If any problems arise with foreign nationals or the government of a foreign country, I agree to be fully responsible for resolving the matter and the Institution is not responsible for providing any assistance. I agree to obey and comply with all laws of the country(ies) in and through which I will be traveling and visiting, including local laws as well. I also understand that I have access to international travel advisories, warnings, and general tips available to me through the United States Department of State located at http://travel.state.gov/travel/, and I understand that health risks associated with any such travel are described in the Center for Disease Control Health Information located at http://wwwnc.cdc.gov/travel. I acknowledge that I have read this information as it pertains to the country(ies) in which I will travel as part of the Activity or Trip. I recognize that common liability insurance policies may not provide coverage outside of the United States and Canada. I understand that the Institution and the University of Houston System do not maintain any insurance policy covering any circumstances, including, but not limited to, illness, personal injury or death, arising from my participation in the Activity or Trip or any activity or event in any way associated with or facilitating that participation.

Regardless of whether or not I will be traveling internationally for the Activity or Trip, I agree to obey and comply with all applicable federal and state laws and Institution policies during the duration of the Activity or Trip, and am voluntarily and expressly assuming all risks associated with the Activity or Trip. For Institution policy information, see http://www.uh.edu/legal-affairs/general-counsel/resources-and-policies/index.php

I understand that I am responsible to obtain appropriate insurance coverage to cover any possible circumstance or injury resulting from my participation in the Activity or Trip. I understand and agree that should I decide to drive an automobile or other motorized vehicle to and/or from the Activity or at any time during the duration of the Activity or Trip, I will maintain a proper and sufficient driver's license as well as automobile and/or related liability insurance to cover any act(s) or omission(s) on my part at any time while operating such automobile or other motorized vehicle, be it during my participation in the Activity

or Trip or otherwise. I represent that I am physically and mentally able, with or without accommodation, to participate in all aspects of the Activity or Trip, am able to be in the presence of, as well as use, the machinery, tools, equipment, materials, and/or supplies typically associated with the Activity or Trip, and have obtained all required immunizations.

In consideration of my participation in the Activity or Trip, I hereby accept and expressly assume all risk to my health and of injury or death that may result from such participation, and I hereby release the Institution and the University of Houston System, the Institution and the University of Houston System's governing board, officers, employees, faculty members, representatives and agents (hereinafter collectively referred to as the "Released Parties"), in both their official and personal capacities, from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns, for any and all claims and causes of action for loss of or damage to my property and for any and all illness(es) or personal injury(ies) to my person, including my death, that may result from or occur during and as a result of my participation in the Activity or Trip and/or any of the above mentioned activities, whether caused by negligence of the Released Parties or otherwise. I understand and agree that should I choose to engage in non-Activity or Trip related activities or events, that doing so is not part of the Activity or Trip, and further, I hereby accept and assume all risks to my health and of injury or death that may result from any participation in non-Activity or Trip related activities or events, and I hereby release the Released Parties from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness(es) or injury(ies) to my person, including my death, that may result from or occur during my participation in any non-Activity or Trip related activities or events, whether caused by negligence of the Released Parties or otherwise. I further agree to indemnify and hold harmless the Released Parties from liability for the injury or death of any person(s), and/or damage to property, that may result from my negligent or intentional act(s) or omission(s) while participating in the Activity or Trip and/or related activities and/or while participating in any non-Activity or Trip related activities or events.

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNIFICATION AGREEMENT ("AGREEMENT") AND UNDERSTAND IT TO BE A FULL RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY, ILLNESS, OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ACTIVITY OR TRIP AND/OR RELATED ACTIVITIES AND/OR WHILE PARTICIPATING IN ANY NON-ACTIVITY OR TRIP RELATED ACTIVITIES OR EVENTS, AND IT OBLIGATES ME TO INDEMNIFY THE RELEASED PARTIES FOR ANY LIABILITY FOR INJURY, ILLNESS, OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT(S) OR OMISSION(S). I EXPRESSLY ASSUME ANY AND ALL RISKS ASSOCIATED WITH THIS ACTIVITY OR TRIP.

Should I require emergency medical treatment as a result of accident or illness arising during the Activity or Trip and/or related activities, I consent to such treatment. I acknowledge that the Institution and the University of Houston System do not provide health and accident insurance for participants in the Activity or Trip and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify Institution representatives in writing if I have medical conditions about which emergency medical personnel should be informed.

I agree that this Agreement shall be construed in accordance with the laws of the State of Texas, which shall be the forum for any lawsuit filed under or incident to the Activity or Trip and/or this Agreement. 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 expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas.

Signature of Participant	Signature and Consent of Parent/Guardian (if participant is under 18)
Date Signed	Date Signed

Note: Modification of this form requires approval from the OGC