

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR TARLETON STATE UNIVERSITY AGRICULTURE CENTER

1. In Consideration for receiving permission to hold and/or participate in the

_____ hereby RELEASE, WAIVE, DISCHARGE
AND COVENANT NOT TO SUE Tarleton State University, The Texas A&M University System, The
State of Texas, their officers, agents, servants, 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 any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE
RELEASEES, or otherwise, while participation in such activity, or while in, on or upon the premises
where the activity is being conducted.

2. I fully aware of the risks involved and hazards connected with this activity, including but not
limited to travel risks and/or animal activities. I hereby elect to voluntarily participate in said activity
with full knowledge that said activity may be hazardous to my property and me. I VOLUNTARILY
ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, 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 an activity, WHETHER CAUSED
BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any
loss, liability, damage or costs, including court costs and attorney fees, that they may incur due
to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or
otherwise.

4. I understand that Tarleton State University does not maintain any insurance policy, other than
fleet insurance coverage, covering any circumstance arising from my participation in this event or
any activity associated with or facilitating that participation. As such, I am aware that I should review
my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability 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 a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT
TO USE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold
Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the fore-
going Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my
own free act and deed; no oral representations, statements or inducements, apart from the foregoing
written agreement, have been made; I am at least eighteen (18) years of age and fully competent
and/or represent those under 18 that are in my charge; I execute this Release for full, adequate and
complete consideration fully intending to be bound by same.

Signed on this _____ day of _____ 2011

PARTICIPANT/LEASEE

Printed Name _____ Signature _____