Release and Indemnification Agreement for Child on _____________ Trip

I, ____________________________, parent or legal guardian of ______________ (“Child”), hereby acknowledge that I have voluntarily elected to bring the Child to the Austin College - _____________ (Trip) and that such participation is with my acknowledgment and consent.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to Child’s participation in the Trip, some of which may be dangerous and which may expose Child to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to travel to and from ___________, local transportation to and from areas in ______ including but not limited to foreign political, legal, social and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent first aid operations or medical treatment, and other risks that are unknown at this time.

I understand and agree that Austin College (College), including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at the College’s direction (collectively referred to as "Releasees"), assumes no responsibility for any injury or damage which might arise out of or in connection with Child’s participation in the Trip UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

RELEASE AND WAIVER OF LIABILITY: On behalf of Child, myself, my personal representatives, heirs, executors, administrators, agents, and assigns, I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Releasees for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that Child may suffer as a result of medical treatment provided by Releasees, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

I further agree that the Releasees are not in any way responsible for any injury or damage that Child sustains as a result of Child’s own negligent or grossly negligent acts or Child’s own intentional misconduct and I, on behalf of myself and Child, hereby release Releasees from any liability for the same. College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of College. I, on behalf of Child, myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that Child may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of Child, myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that Child may suffer as a result of participation in Trip, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.
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I further agree that, in the event that Child or I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to Child, including but not limited to any injury resulting from Child’s own negligence, gross negligence or intentional misconduct, I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY: 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.

ACKNOWLEDGMENTS: I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it. I understand that I am responsible for all costs incurred.

I certify that I have custody of Child or am the legal guardian of Child by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: ________________________  __________________________________________
(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: ________________________  __________________________________________
(Signature)

(Printed Name of Institution Official and Title)
Release and Indemnification Agreement for Child on _____________ Trip

Name of Minor: ____________________________________________________________

Date of Birth: ________________ ID# or SSN: ________________________________

Address (Street, City, State, Zip Code):
_____________________________________________________________________
_____________________________________________________________________

Parent/Guardian Name: ________________________________________________

Relation to minor: ______________

Phone number: (      ) ______________(    ) __________________ (      ) ___________________