

**UNIVERSITY OF HOUSTON-VICTORIA
DEPARTMENT OF ATHLETICS
RELEASE AND INDEMNIFICATION AGREEMENT**

PARTICIPANT: (Name and Address)

INSTITUTION:

University of Houston-Victoria and
University of Houston System

Activity: Tryout for the University of Houston-Victoria Department of Athletics Soccer Team. In order for the UHV Department of Athletics to evaluate my athletic ability, I will be engaging in rigorous physical activity typically associated with the above-indicated sport.

LOCATION(S):

RELEVANT DATE(s):

I, the above-named Participant, have voluntarily agreed to participate in the above-described activity (hereinafter referred to as "the Tryout"). I acknowledge that the nature of the Tryout 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 caused by and/or from traveling via automobile or other means of transportation to, from, and/or during the Tryout. Such risks may also include, but are not limited to, illness, personal injury, or death caused by and/or from running on a soccer field or other field, kicking, dribbling, and/or otherwise interacting with a soccer ball, passing and/or receiving a soccer ball, using body to trap a soccer ball, slide tackling and/or shielding opponents, heading a soccer ball, throwing-in a soccer ball, and any injury resulting from a deflection, as well as engaging in other rigorous physical activity typically associated with the above-indicated sport, and being exposed to dangerous conditions including, but not limited to, uneven, slippery, and/or otherwise dangerous soccer field or other field conditions, inclement weather and exposure to possibly extreme cold, damp, wet, windy, and/or sunny conditions as well as poor visibility, being exposed to soccer balls kicked and/or thrown-in at a high rate of speed, being exposed to physical contact with other participants and/or objects, including, but not limited to, collisions with other participants, benches, bleachers, goal posts, goal nets, as well as being exposed to other dangerous conditions that may be associated with participating in the above-indicated sport including, but not limited to, being exposed to musculoskeletal, cardiovascular, skin, and/or other physical risks associated with physical activity and physical exertion during the Tryout.

I understand that the above-named institution (hereinafter referred to as the "Institution") does not maintain any insurance policy covering any circumstances, including, but not limited to, illness, personal injury or death, arising from my participation in the Tryout or any activity or event in any way associated with or facilitating that participation. I understand and agree that should I decide to drive an automobile or other motorized vehicle or other means of transportation to and/or from the Tryout or drive an automobile or other motorized vehicle or other means of transportation at any time during the duration of the Tryout, I will maintain proper and sufficient 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 or other means of transportation, be it during my participation in the Tryout or otherwise. I understand and agree that if I will be driving an automobile or other motorized vehicle or other means of

transportation to and/or from, or during the Tryout that I should and will maintain a proper and sufficient driver's license or other appropriate operator's license. I represent that I am physically and mentally able, with or without accommodation, to participate in all aspects of the Tryout, and am able to be in the presence of as well as use the equipment associated with the Tryout.

In consideration of my participation in the Tryout, I hereby accept all risk to my health and of injury or death that may result from such participation and I hereby release the Institution, and the Institution's governing board, officers, employees, faculty members, and representatives and agents from any and all liability to me, my personal representatives, estate, heirs, relatives, and next of kin for any and all claims and causes of action for loss of or damage to my property and/or for any and all illness(es) or personal injury(ies) to my person, including my death, that may result from or occur during and/or as a result of my participation in the Tryout and/or any of the above-mentioned activities, whether caused by negligence of the Institution, and/or the Institution's governing board, officers, employees, representatives, and/or agents, or otherwise. I understand and agree that should I choose to engage in non-Tryout related activities or events, that doing so is not part of the Tryout, and further, I hereby accept all risk to my health and of injury or death that may result from any participation in non-Tryout related activities or events, and I hereby release the Institution, and the Institution's governing board, officers, employees, faculty members, agents, and representatives 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-Tryout related activities or events, whether caused by the negligence of the Institution, and/or the Institution's governing board, officers, employees, representatives, and/or agents or otherwise. I further agree to indemnify and hold harmless the Institution, and the Institution's governing board, officers, employees, faculty members, representatives, and agents from liability for the illness, 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 Tryout and/or while participating in any non-Tryout related activities or events.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY, ILLNESS, OR DEATH AND/OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE TRYOUT AND/OR WHILE PARTICIPATING IN ANY NON-TRYOUT RELATED ACTIVITIES OR EVENTS, AND IT OBLIGATES ME TO INDEMNIFY THE INSTITUTION FOR ANY LIABILITY FOR INJURY, ILLNESS, OR DEATH OF ANY PERSON AND/OR DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT(S) OR OMISSION(S).

Should I require emergency medical treatment as a result of accident or illness arising during the Tryout, I consent to such treatment. I acknowledge that the Institution does not provide health and accident insurance for participants in the Tryout and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify the Institution's representatives in writing if I have medical conditions about which emergency medical personnel should be informed.

Signature of Participant

Signature of Parent/Guardian
(if participant is under 18)

Date Signed

Date Signed

**APPROVED AS TO FORM BY:
(AS MODIFIED) BY:**



**OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM**