SAM HOUSTON STATE UNIVERSITY ASSUMPTION OF RISK AND RELEASE

This is a release of liability and certain legal rights – Read carefully before signing.

In consideration for my participation in the **College of Health Sciences 2nd Annual Spirit Color Run benefitting Texas Children's Hospital** (hereinafter "the Run") at Sam Houston State University (hereinafter "SHSU" or "the University"), I agree to the following Assumption of Risk and Release.

Participant Name:

Parent/Guardian (if applicable):

1. Assumption of Risk & Release

I understand that participation in the Run is voluntary and that it will take place in an open setting on uneven and possibly partially cleared trails. Participants may encounter natural obstacles including, but not limited to water, mud, roots, vegetation and wildlife. I further understand that participation has inherent risks, hazards, and dangers for anyone that cannot be eliminated. I FULLY UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION physical activities that may be dangerous and may result in personal injury, death, or property damage to myself/my child or others. I also fully understand that the description above does not completely describe all of the risks, hazards, and dangers that may result from participation in the Run. I EXPRESSLY AND SPECIFICALLY ASSUME ANY AND ALL RISK OF INJURY, DEATH, and OR PROPERTY DAMAGE RESULTING FROM PARTICIPATION.

I AGREE THAT IN CONSIDERATION OF THE UNIVERSITY'S SPONSORING THE RUN AND PERMITTING MY/MY CHILD'S PARTICIPATION, I (FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS) HEREBY RELEASE, HOLD HARMLESS, DISCHARGE, AGREE NOT TO SUE, AND OTHERWISE AGREE TO INDEMNIFY THE UNIVERSITY, THE TEXAS STATE UNIVERSITY SYSTEM, THEIR REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS, AS WELL AS FTR RACE MANAGEMENT ("THE RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ARE RELATED TO, ARE AGGRAVATED BY, OR ARISE OUT OF MY/MY CHILD'S PARTICIPATION IN THE RUN, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OF ANY KIND OR NATURE, WHETHER FORESEEN OR UNFORESEEN.

2. Responsibility for Medical Costs

I agree that I, and not the University, am solely and legally responsible for paying for any and all costs for medical care or treatment I/my child should need as a result of participation in the Run. I also agree and hereby authorize and grant permission to the University or its agents to arrange for emergency medical treatment for me/my child and I FURTHER AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES from and against any and all injuries, damages, claims, or causes of action that are related to or may arise out of this authorization, including but not limited to paying all attorneys' fees and costs of defense.

I (check one) _____AM or ____ AM NOT OF, OR OVER, THE AGE OF EIGHTEEN (18) YEARS. I ACKNOWLEDGE THAT I HAVE CAREFULLY AND COMPLETELY READ, UNDERSTOOD, AND THAT I VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK AND RELEASE, AND I HEREBY BIND MYSELF TO THE TERMS AND CONDITIONS STATED WITHIN.

Participant Signature

Participant Printed Name

Date

I AM THE PARENT OR LEGAL GUARDIAN OF THE STUDENT PARTICIPANT INDICATED ABOVE, WHO IS UNDER THE AGE OF 18. I AGREE ON BEHALF OF MY CHILD OR WARD TO ALL THE TERMS CONTAINED IN THIS RELEASE.