

**CLUB SPORT PARTICIPATION AGREEMENT
INCLUDING ASSUMPTION OF RISK, RELEASE FROM LIABILITY,
AND INDEMNIFICATION**

I, _____ desire to participate in _____, including travel to and from, and participation in, practices and competition (the "Club Sport"), at Rice University (the "University"), and, in consideration of being allowed to participate in the Club Sport, I hereby acknowledge and agree as follows:

1. **I am fully informed or otherwise aware of, and fully assume, all risks to person or property in connection with my participation in the Club Sport (including, but not limited to, damage and loss of property, bodily injuries, medical treatment and death).** I am in good physical and mental health and do not have any physical or mental conditions which could affect my ability to participate in the Club Sport. I have medical insurance coverage appropriate for my participation in the Club Sport and have provided evidence of such insurance coverage and emergency contact information to the University. The University shall not provide any insurance for me in connection with my participation in the Club Sport.
2. **I fully and forever RELEASE, WAIVE AND DISCHARGE, AND COVENANT NOT TO SUE, the University (including, but not limited to, its trustees, employees and representatives), from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in connection with my participation in the Club Sport from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of the University or others.**
3. **I shall INDEMNIFY AND HOLD HARMLESS the University (including, but not limited to, its trustees, employees and representatives) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, as a result of my intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent act of omissions of the University or others.**
4. I shall fully comply with all applicable laws, University policies and Club Sport rules and regulations while participating in the Club Sport. If my participation in the Club Sport is at any time deemed detrimental to the Club Sport or any other participants, as determined by the University in its sole discretion, I understand that (i) I may be expelled from the Club Sport without the University incurring any liability, (ii) I may incur liability to the University under this Agreement, and (iii) I may be subject to further disciplinary action by the University.
5. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings or negotiations, with respect to the subject matter hereof. This Agreement (i) may not be amended or modified, by course of conduct or otherwise, and (ii) may not be assigned or transferred, in whole or in part, except in writing duly executed by me and the University. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
6. I (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family members, estate, heirs and legal representatives, (iii) intend that this Agreement inure to the benefit of the University, and (iv) confirm that I am at least eighteen years of age, fully competent, and entering into this Agreement voluntarily of my own judgment.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of _____, 200__.

Signature: _____ Printed Name: _____

(If under 18, please provide signature of Parent/Guardian):

Signature of Parent/Guardian: _____

Printed Name: _____ Date: _____