## EL PASO INDEPENDENT SCHOOL DISTRICT VOLUNTARY / NON-DISTRICT SPONSORED ACTIVITIES

EDUCATION CENTER BOEING 6531 BOEING DRIVE, EL PASO, TX 79925

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 1. In consideration for participating in Voluntary / Non-District Sponsored Activities, I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS the El Paso Independent School District, its Board of Trustees, officers, servants, agents, employees and volunteers (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, that may be sustained by myself, or to any property belonging to myself, while participating in Voluntary / Non-District Sponsored Activities, or while in, on, upon, or traveling to and from any program activity where the program is being conducted.
- 2. I am fully aware of the risks and hazards connected with participating in Voluntary / Non-District Sponsored Activities, including the risk of physical injury or disability as the result of such injury, and I am voluntarily participating in said activity, and entering onto the premises where such activity is held. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained, or any loss or damage to property as a result of being engaged in such an activity.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs that I may incur due to participation in Voluntary / Non-District Sponsored Activities.
- 4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASES. 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.
- 5. I understand that the RELEASEES will not be responsible for any medical costs associated with any injury I may sustain while participating in the program.
- 6. I further agree to become familiar with the rules and regulations of Voluntary / Non-District Sponsored Activities. I will further assume complete risk of any activity done in violation of any rule, directive, or instruction.
- 7. I also understand that I should and am urged by RELEASEES to obtain adequate health and accident insurance to cover any personal injury, which may be sustained during the program or the transportation to and from said program and related activities.
- 8. I understand that my participation in Voluntary / Non-District Sponsored Activities is completely voluntary; that I am not required to participate as a condition of employment with the El Paso Independent School District; that I am not on duty or in the course and scope of employment when participating in any such programs; that I shall not be monetarily compensated for participating in any such programs; and that if I am injured while participating in any such programs, such injury will not be covered by workers' compensation.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, that I understand it, and that no 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 I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

Participant's Printed Name	Date
	Volleyball League
Participant' Signature	Voluntary / Non-District Sponsored Activities
	Location (School / Department)