

**Central Baptist Church-Great All-Nighter  
Participant Waiver & Hold Harmless Form  
Department of Recreational Sports at Texas A&M University**

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1. In consideration for receiving permission to participate in an **All Nighter Lock-In at the Student Recreation Center** (herein referred to as ACTIVITY), which is sponsored by the **Department of Recreational Sports at Texas A&M University** (herein referred to as SPONSOR), a component member of The Texas A&M University System, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes SPONSOR, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, ***including injuries sustained as a result of the negligence of RELEASEES***. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to:

- Court Activities:**      **Sprains, fractures, scrapes, head, and body injuries inherent in participation of sports/recreational activities;**
- Rock Climbing:**      **Slips & falls from heights up to 44 feet while utilizing rock climbing facility;**
- Swimming Pools:**    **Possible drowning, slipping, and other injuries related to water activities/facilities;**
- Weight Room:**        **Strained muscles, pinched fingers, overexertion, sprains, fractures, and other injuries related to utilizing weight & fitness facility;**

and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity ***including injuries sustained as a result of the negligence of RELEASEES***. I understand this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly negligent conduct.

3. ***I also give my permission for me (my child) to receive any emergency medical treatment by a healthcare professional, including emergency medical transportation, which may be required for injuries sustained by me (my child.)*** I agree to indemnify and hold harmless RELEASEES for any costs incurred to treat me (my child), even if a RELEASEE has signed hospital documentation promising to pay for the treatment.

4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

5. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

6. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Parent or Legal Guardian Signature:** \_\_\_\_\_

(If Participant is under 18 years old)

**Parent or Legal Guardian Printed Name:** \_\_\_\_\_

(If Participant is under 18 years old)

**Witness Signature:** \_\_\_\_\_

**Witness Printed Name:** \_\_\_\_\_

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***\*Participant will be provided a copy of executed form on request.***