

**ABILENE CHRISTIAN UNIVERSITY
ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT
REGARDING ACU SPONSORED TRAVEL**

I, the undersigned, am a student at Abilene Christian University ("ACU") and have voluntarily elected to participate in an ACU-sponsored trip to _____ on _____ in conjunction with _____ (e.g. course, club, or group) (the "Activity.") Whether I am taking my personal vehicle, riding with another student, or riding on ACU-provided or commercial transportation, I understand that the Activity involves certain dangers and risk including but not limited to the risks of serious physical harm, injuries, and death inherent in travel. ACU cannot assure that I will not be exposed to such dangers and risks. Therefore, I choose to voluntarily participate in the Activity with the knowledge that the Activity may expose me to such dangers and risks. **I THEREFORE AGREE TO VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL SUCH DANGERS AND RISKS** including any injuries, medical costs, or damages I sustain as a result of the Activity.

As consideration for being allowed to participate in the Activity, **I HEREBY RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY** ACU (and its Board of Trustees, officers, employees, agents, volunteers and students) from any and all liability, claims, demands, suits, costs, and charges, in connection with or arising out of the Activity, including, but not limited to, any serious bodily injury, medical care received following an injury, death or property damage sustained by myself or others, except for loss, harm, or injury caused by gross negligence or intentional misconduct by ACU (or its Board of Trustees, officers, employees, agents, volunteers or students). I further understand and agree that this agreement is binding on my family, heirs, assigns, and personal representatives.

I understand that ACU provides no physical damage or liability coverage for non-ACU vehicles. By choosing to use my own personal vehicle or ride in a personally owned vehicle for this Activity, I understand that my own vehicle insurance or the insurance of the person with whom I will be riding will be responsible for all liability associated with the trip.

I certify that I am physically and mentally able to participate in the Activity. I understand that if I am at all uncertain about my ability to participate in the Activity, it is my obligation to consult my personal physician. In the case of a medical emergency occurring during my participation in the Activity, ACU (and its employees or agents) may (but is not obligated to) take any actions to secure whatever treatment it considers to be warranted under the circumstances regarding my health and safety. Such actions do not create a special relationship between ACU and me. I agree to be solely responsible for any costs related to that treatment.

This agreement is governed by Texas law, and I understand that this agreement is intended to be as broad and inclusive as is permitted by Texas law. If any portion of this agreement is invalid, I agree that the remaining provisions shall continue to be in full force and effect.

I certify that I am at least 18 years old or if I am not yet 18, that my parent or guardian has read this agreement and signed below. I have read this agreement, I understand it, and I agree to be bound by all the terms.

Signature: _____ Date: _____

Name (Print): _____

Signature of Parent (If Under 18): _____ Date: _____

Parent Name (Print): _____