

UNIVERSITY of HOUSTON

GERALD D. HINES COLLEGE of ARCHITECTURE and DESIGN

Release & Indemnification Agreement

University of Houston and University of Houston System

(Participant Name)

(Institution)

(Participant Address)

Description of Activity or Trip:

(Location)

(Dates)

I, the above-named Participant, have voluntarily applied and/or agreed to participate in the above-described Activity or Trip (hereinafter referred to as "the Activity or Trip"). I acknowledge that the nature of the Activity or Trip may expose me to hazards or risks that may result in my illness, personal injury, or even death, and I fully understand and appreciate the nature of such hazards and risks. Such risks may include, but are not limited to, illness, personal injury, or death that is caused from traveling via automobile, bus, airplane, train, subway, light rail, taxi, boat, motorcycle, bicycle, and/or other means of transportation to and from the Activity or Trip and/or during the duration of the Activity or Trip, as well as engaging in activities or events that are typically associated with the Activity or Trip and related matters and activities, and being exposed to and/or using materials, tools, supplies, machinery and/or equipment or other items that are typically found and/or used during the Activity or Trip and related activities and being exposed to other dangerous conditions that are typically associated with the Activity or Trip and related activities. I further understand that if the Activity or Trip requires me to engage in international travel, I will very likely encounter cultures and laws that are different from those in the United States, and I may also encounter living and work conditions and/or standards that are significantly lower than those in the United States. If I will be traveling internationally for the Activity or Trip, I agree to obey and comply with all laws of the country(ies) in and through which I will be traveling and visiting, including local laws as well. Regardless of whether or not I will be traveling internationally for the Activity or Trip, I agree to obey and comply with all applicable federal and state laws during the duration of the Activity or Trip. I agree that regardless of whether or not I will be traveling internationally for the Activity or Trip, I will abide by all applicable University of Houston policies during the duration of the Activity or Trip, including, but not limited to, the policies set forth in the University of Houston's Student Handbook.

I recognize that should I be traveling outside of the United States and Canada, common liability insurance policies may not provide coverage outside of the United States and Canada. I understand that the University of Houston and the University of Houston System do not maintain any insurance policy covering any circumstances, including, but not limited to, illness, personal injury or death, arising from my participation in the Activity or Trip or any activity or event in any way associated with or facilitating that participation. I understand and agree that should I decide to drive an automobile or other motorized vehicle to and/or from the Activity or Trip or drive an automobile or other motorized vehicle at any time during the duration of the Activity or Trip, I will maintain proper and sufficient automobile and/or related liability insurance to cover any act(s) or omission(s) on my part at any time while operating such automobile or other motorized vehicle, be it during my participation in the Activity or Trip or otherwise. I understand and agree that if I will be driving an automobile or other motorized vehicle to and/or from, or during the Activity or Trip that I should and will maintain a proper and sufficient driver's license. I represent that I am physically and mentally able, with or without accommodation, to participate in all aspects of the Activity or Trip or any activity or event in any way associated with or

facilitating my participation in the Activity or Trip, am able to be in the presence of, as well as use, the machinery, tools, equipment, materials, and/or supplies typically associated with the Activity or Trip and/or related matters and activities, and have obtained all required immunizations.

In consideration of my participation in the Activity or Trip, I hereby accept all risk to my health and of injury or death that may result from such participation and I hereby release the above-named Institution (the University of Houston and the University of Houston System), its governing board, officers, employees, faculty members, representatives and agents (hereinafter collectively referred to as the "Released Parties") from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns, for any and all claims and causes of action for loss of or damage to my property and for any and all illness(es) or personal injury(ies) to my person, including my death, that may result from or occur during and as a result of my participation in the Activity or Trip and/or any of the above mentioned activities, whether caused by negligence of the Released Parties or otherwise. I understand and agree that should I choose to engage in non-Activity or Trip related activities or events, that doing so is not part of the Activity or Trip, and further, I hereby accept all risks to my health and of injury or death that may result from any participation in non-Activity or Trip related activities or events, and I hereby release the Released Parties from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness(es) or injury(ies) to my person, including my death, that may result from or occur during my participation in any non-Activity or Trip related activities or events, whether caused by negligence of the Released Parties or otherwise. I further agree to indemnify and hold harmless the Released Parties from liability for the injury or death of any person(s), and/or damage to property, that may result from my negligent or intentional act(s) or omission(s) while participating in the Activity or Trip and/or related activities and/or while participating in any non- Activity or Trip related activities or events.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY, ILLNESS, OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ACTIVITY OR TRIP AND/OR RELATED ACTIVITIES AND/OR WHILE PARTICIPATING IN ANY NON-ACTIVITY OR TRIP RELATED ACTIVITIES OR EVENTS, AND IT OBLIGATES ME TO INDEMNIFY THE RELEASED PARTIES FOR ANY LIABILITY FOR INJURY, ILLNESS, OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT(S) OR OMISSION(S).

Should I require emergency medical treatment as a result of accident or illness arising during the Activity or Trip and/or related activities, I consent to such treatment. I acknowledge that the University of Houston and the University of Houston System do not provide health and accident insurance for participants in the Activity or Trip and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment. I will notify University of Houston representatives in writing if I have medical conditions about which emergency medical personnel should be informed.

Signature of Participant

Signature of Parent/Guardian
(if participant is under 18)

Date Signed

Date Signed

Note: To request disability accommodations for this Activity or Trip, please contact the Center for Students with Disabilities at least 10 days in advance of the Activity or Trip by calling (713) 743-5400 (voice); (713) 749-1527 (TDD); (713) 743-5396 (FAX).

Note: Modification of this form requires approval from the OGC

APPROVED AS TO FORM BY:


OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM