

**TEXAS WESLEYAN UNIVERSITY  
ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY  
FOR ATHLETIC ACTIVITY**

I, \_\_\_\_\_, desire to participate as a student/athlete in the athletic activity ("Athletic Activity") known as \_\_\_\_\_ for the \_\_\_\_\_ semester in association with Texas Wesleyan University (the "University"). I represent that I am enrolled as a student at the University and represent that I am eligible to participate in the Athletic Activity in accordance with University and pertinent sanctioning body rules and policies. In consideration for being allowed to participate in this Athletic Activity by the University, I hereby agree to the following terms and conditions.

(1) I shall indemnify and hold harmless the University and its trustees, administrators, faculty, employees, athletic staff, and any physicians and other practitioners of the healing arts who may have cause to treat my injuries on behalf of the University, all their respective predecessors, successors, heirs and assigns from any and all damages, liability, claims, causes of action, or demands of any kind and nature whatsoever which may arise in conjunction with or related to my participation in the Athletic Activity.

(2) I hereby release, relinquish and forever discharge the University from any and all damages, liability, claims, causes of action, or demands of any kind and nature whatsoever which may arise in conjunction with or relate to my participation in the Athletic Activity, including, but not limited to, any negligence or wrongful death allegations, as well as any claims arising from my travel to or from the Athletic Activity or any claim for loss of my personal property.

(3) The terms of this Acknowledgement and Waiver are solely for the benefit of the parties executing it, and no third party shall have any rights or benefits resulting from this Acknowledgement and Waiver.

(4) This Acknowledgement and Waiver and all of the covenants contained herein shall be binding upon and insure to the benefit of each of the parties to this Acknowledgement and Waiver and each of their respective predecessors, successors, heirs, executors, legal representatives, and assigns.

(5) I acknowledge that I understand that the Athletic Activity entails the risk of personal injury including, but not limited to, serious neck and spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system as well as serious injury or impairment to other aspects of my body, general health, or well being and may result, in the worst case, my death.

(6) Due to the inherent dangers of participating in the Athletic Activity, I acknowledge the importance of following athletic faculty and staff instructions regarding playing techniques, training, conditioning, rules of the sport, and other team rules, and shall abide by all instructions from the athletic staff.

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(7) I recognize that I am required to obtain my own health and accident insurance and shall, prior to the commencement of the Athletic Activity, provide the University with a Certificate of Insurance. The Certificate of Insurance shall specifically state that no exclusion exists for athletics, including intercollegiate athletics. The Certificate shall provide for a thirty- (30) day notification of any reduction in coverage or cancellation. Certificates shall be provided to the head athletic trainer, prior to my participation.

(8) I recognize that the University has not and cannot make available to me, my family, or my heirs and assigns any promises or guarantees in regard to any health and safety risks which I may incur as a result of my participation in the Athletic Activity.

(9) This waiver shall be governed by Texas law and any litigation or mediation related to the enforceability of this Acknowledgement and Waiver shall be brought in Tarrant County, Texas.

\* \_\_\_\_\_

Student/Athlete Name	_____	Date of Birth	_____
Student/Athlete Signature	_____	Date	_____
Athletic Activity	_____	Semester	_____
Faculty/Staff Name	_____	Faculty/Staff Signature	_____
Athletic Director Name	_____	Athletic Director Signature	_____
Parent/Guardian Name (if applicable)	_____	Parent/Guardian Signature	_____

\*The student-athlete must be at least eighteen (18) years of age in order to execute this Acknowledgement and Waiver. If the student-athlete is under eighteen (18) years of age, the Acknowledgement and Waiver must be signed by a parent or legal guardian.