



**Responsibility and Assumption of Risk
Regarding Student Participation in Cheerleader Tryouts**

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Tryout Participant's name printed: _____

HPU Employee Sponsor: **Richelle Hair**

Purpose for which this waiver is being used: Howard Payne University Cheerleader Tryouts (hereafter, Tryout/s).

Tryout Date(s): **April 17, 2020 and April 18, 2020**

TERMS:

1.0 Participant's Desire to Participate in a University Cheerleader Tryouts

It is expressly acknowledged that Participant has a desire to participate in University sponsored Tryouts on a voluntary basis and is not required to do so by the University.

2.0 Waiver of University's Liability for the Risks and Dangers

The Participant understands that there are certain dangers, hazards, and risks inherent in participating in the Tryouts that could expose the Participant to serious or mortal injuries and property damage and that the University cannot and does not assume responsibility for any such personal injuries or property damage.

3.0 Participant Responsibility for Medical Needs

3.1 The Participant assures the University there are no health-related reasons or problems that would preclude or restrict Participant's participation in this Tryout opportunity.

3.2 The Participant is aware of all applicable personal medical needs. The Participant agrees that the University cannot be and is not responsible for attending to any of Participant's medical or medication needs, that the Participant assumes all risk and responsibility, and that if Participant is required to be hospitalized during this Tryout, the University does not assume any legal responsibility for payment of such costs.

4.0 Disclaimer of University's Responsibility

The Participant understands and agrees that the University, its governing board, employees, and agents are not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any equipment or the negligence or default of the University, or any company or person engaged in providing or performing any of the services involved in this Tryout.

5.0 University's Rights and Powers

The University retains the right to withdraw any part of the Tryouts as deemed necessary by the University or by the agents of the University.

6.0 Acceptable Conduct by Participant

The Participant is aware of the expected behavior of Participant by the University while participating in this Tryout. In addition, the Participant is aware there is certain behavior that is unacceptable and could lead to possible disruption of Participant's participation in the Tryouts. The Participant assures the University that he/she shall act in an appropriate manner as described in the then current *Howard Payne University Student Handbook* at all times when in the company of other Tryout participants and when the Participant is physically separated from the other participants.

7.0 Governing Law: Forum

The Participant further agrees that this Agreement shall be construed in accordance with the laws of the State of Texas, which shall be the forum for any lawsuits filed under or incident to this Agreement. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

8.0 Assumption of the Risks Involved

8.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in this Tryout, the Participant, on behalf of his/her family, heirs, and personal representatives, agrees to assume all the risks and responsibilities surrounding his/her participation in this Tryout. Participant in advance releases, waives, forever discharges, and covenants not to sue the University, its governing board, officers, agents, faculty, employees and students acting as employees (also known as "Releasees") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the University or Releasees.

8.2 The Participant understands and agrees that the University will not have medical personnel available during the Tryouts. The Participant agrees that the University and Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. Participant understands and agrees that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

8.3 It is the Participant's express intent that this Agreement shall bind the members of the Participant's family and spouse, estate, heirs, administrators, and personal representatives.

Participant Acknowledgement:

The Participant affirms that he/she is at least eighteen (18) years of age and fully competent to sign this Agreement. Participant acknowledges and represents that he/she has read this Waiver of Liability and Hold Harmless Agreement and is fully informed of its content.

Participant's Signature

Date

Participant's Legal Name Printed

Participant's Cell Phone Number

Emergency Contact Information:

Name: _____

Relationship: _____ Telephone/cell #: _____

University Acknowledgement:

Cheerleader Sponsor, Signature

Date

Cheerleader Sponsor, Name Printed

This completed agreement will be kept on file in the office of the Vice President for Finance and Administration