

Program Participation

Release, Indemnification, and Arbitration Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **STMU ID#**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Last name First Name**

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**Address City State Zip Code**

**Description of Activity/Name of Program: \_\_Continuing the Heritage\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mode of Transportation:** \_ Carpools \_\_

**Location of Activity/Program:** \_\_Various Sites across San Antonio\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dates of Activity/Program:** March 2nd, 2019 9:00am. To \_ March 2nd, 2019 12:00am

I am 18 years or older and have voluntarily applied to participate in the above Activity or Program. I acknowledge that the nature of the Activity or Program may expose me and my property to hazards and risks that may result in property loss, illness, personal injury, or death. I understand and appreciate the nature of such hazards and risks, and in consideration of my participation in the Activity or Program, I hereby accept all hazards and risks. Additionally, I understand that, if I am a student, the Code of Student Conduct applies to all Activities and Programs.

On behalf of myself and my personal representatives, I hereby release and indemnifySt. Mary’s University, its board of trustees, officers, employees, and representatives from any and all liability for property damage, personal injury, or death that may arise while participating in the described Activity or Program.

THE RELEASES AND INDEMNITIES STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, STRICT LIABILITY, OR ANY OTHER CONDUCT WHATSOEVER OF ST. MARY’S UNIVERSITY, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AND REPRESENTATIVES.

I agree that any controversy arising out of or in any way related to the Activity or Program or this agreement shall be resolved by arbitration conducted in San Antonio, Bexar County, Texas, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction over the controversy. The expenses of the arbitrators shall be borne (or reimbursed, as applicable) by the non-prevailing party. I agree to consider myself bound and to be bound by any award made by the arbitrators. St. Mary’s University proposes that the American Arbitration Association in accordance with its commercial arbitration rules administer arbitration with one arbitrator presiding over the arbitration. The student or faculty member (as applicable) and St. Mary’s University in the manner prescribed by the American Arbitration Association Commercial Arbitration Rules shall select the arbitrator. A complete copy of these rules can be found at the American Arbitration Association’s web page www.adr.org. Additionally, this arbitration agreement shall be governed and is entered into pursuant to the Federal Arbitration Act. In all other respects, I understand and agree that this release and indemnity agreement shall be construed in accordance with the laws of the State of Texas.

I have carefully read this agreement and understand it to be a release of all claims and causes of action for my injury or death or damages to my property that occurs while participating in the described Activity or Program, and I understand that it obliges me to indemnify the parties named for any liability for damage to property and for injury or death of any person.

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**Signature of Above Named Date**

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**Printed Name and Signature of Witness Date**