

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I have agreed to participate in the 2019 Touch of Gold Twirler and Colorguard Clinic on May 11, 2019 at Tyler Junior College ("TJC"). I understand and agree that any participation in this Event will not be as an attendee of Tyler Junior College and the Event will not have any oversight by TJC or the endorsement of TJC. TJC is merely allowing the Event to be held at TJC through the grant of a license. In consideration of TJC's agreement to allow the use of its campus for the Event, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1) I represent and warrant that I will be covered throughout the Event by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience while on the trip. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me and I hereby release and discharge Tyler Junior College and its employees, officers, agents, trustees, and representatives (in their official and individual capacities) from all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses I incur while I am at the Event or participating in the Event. I further represent and warrant that I am in proper physical condition to participate in this Event and that I understand and accept the inherent risks and dangers involved.

2) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge Tyler Junior College and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or any other damages, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Event. I understand that by signing below I am giving up any right to sue Tyler Junior College, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) and I am doing so voluntarily and freely.

3) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless Tyler Junior College and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability, loss, damage, or expense, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the Event.

4) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the Laws of the State of Texas, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Attendee Signature:

Parent/Guardian Signature:  
(if Attendee is under 18 years of age)

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\_\_\_\_\_

PRINTED NAME

PRINTED NAME

\_\_\_\_\_

\_\_\_\_\_

ADDRESS

ADDRESS

Date: \_\_\_\_\_

Date: \_\_\_\_\_