

**Appendix 5: Release of Liability, Waiver of Rights, and Indemnification Agreement**

1. In consideration for receiving permission to participate in this scuba diving activity, I, **release, waive, covenant not to sue, and agree to hold harmless** The Texas A&M University System, the Board of Regents of The Texas A&M University System, Texas A&M University, and Texas A&M University at Galveston and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, ***including injuries sustained as a result of the negligence of RELEASEES***. I understand that this release and waiver shall not apply to injuries and claims caused as a direct result of gross negligence or willful misconduct on the part of RELEASEES.
2. I am fully aware that there are inherent risks involved with scuba diving, and I still choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me as a result of participating in said activity including ***injuries sustained as a result of the negligence of RELEASEES***. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my participation in said activity.
3. My signature below means I agree to abide by the policies, provisions, and standards, which govern training and diving operations in the university diving program as set forth in the **Diving Safety Manual for Texas A&M University at Galveston**. I further agree to familiarize myself with the aforementioned manual.
4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.
5. It is my express intent that this **Release of Liability, Waiver of Rights, And Indemnification Agreement** shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
6. By signing this document I acknowledge and represent that I have read it and understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart this agreement have been made. I sign this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_

Name of Activity \_\_\_\_\_

Dates of Activity \_\_\_\_\_

**Participant Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

**Parent or Legal Guardian Signature** \_\_\_\_\_

(If Participant is under 18 years old)

**Parent or Legal Guardian Printed Name** \_\_\_\_\_

(If Participant is under 18 years old)