

TAMUG EMPLOYEE WELLNESS PROGRAM WAIVER AND INDEMNIFICATION

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of the Wellness Program (herein referred to as "activity"), which is sponsored by Texas A&M University at Galveston (herein referred to as "sponsor"), a member of The Texas A&M University System, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this activity and I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation in said activity, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.**

3. NOTICE. Because participation in this class is voluntary, any injury suffered by any participant will **not** be covered by system workers compensation coverage.

By signing this document, I acknowledge that I have read the Waiver and Indemnification provisions listed above. I further acknowledge that this Waiver and Indemnification covers every entry and use of the University's recreational facilities for participation in TAMUG Employee Wellness Program activities. I understand the provisions and voluntarily, as my own free act and deed, sign my name for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Printed Name

Participant's Signature

Date