

**RELEASE AND INDEMNIFICATION AGREEMENT  
FOR ADULT STUDENTS**

**STUDENT:** (Name and Address)

**INSTITUTION:**

Midwestern State University

3410 Taft Boulevard

Wichita Falls, Texas 76308-2099

**DESCRIPTION OF ACTIVITY:** WEEKDAY AFTERHOURS AND WEEKEND ACCESS TO THE FAIN COLLEGE OF FINE ARTS B WING DURING FALL 2017

**LOCATION:** B WING OF FAIN FINE ARTS

**DATE(S):** Spring 2019

I, the above named student, am eighteen years of age or older and have voluntarily applied to request access to the facilities in the B Wing of the Fain College of Fine Arts as described above. I acknowledge that the University and the Fain College of Fine Arts will provide afterhours and weekend access to the facilities at my request under the understanding that I do so at my own risk and that I may be exposed to hazards or risks that may result in my illness, personal injury, or death, and I understand and appreciate the nature of such hazards and risks. I also understand that the University and the Fain College of Fine Arts are providing minimal or no supervision afterhours and during weekends. I also acknowledge that I have received instructions on safety and that I will abide to the allowed schedule and other rules for this access, as announced by the Fain College of Fine Arts.

In consideration of providing facilities access afterhours and during weekends for the above referenced period, I hereby accept all risk to my health and of injury or death that may result from such participation, and I hereby release the above named Institution, its governing board, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during the activity period, whether caused by negligence of the Institution, its governing board, officers, employees, representatives, or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while in the above referenced premises afterhours and during weekends.

**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 DAMAGE TO MY PROPERTY THAT OCCURS WHILE ACCESSING THE ABOVE REFERENCED FACILITIES AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date