

ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Acknowledgment and Release Agreement (“Release”) is entered into as of the date of signature (“Effective Date”) between Midwestern State University, a Texas public institution of higher education located in Wichita, Texas (“University”) and the adult parent or guardian named below (“Guardian”), on behalf of such Guardian and the minor participant (“Minor”) named below.

- 1. Activity.** Guardian desires Minor to enter the University campus and participate in “Movie and Pizza Night” (“Activity”) on University’s campus.
- 2. Acknowledgment of Risk.** Guardian acknowledges that the nature of the Activity, including but not limited to possible overnight stays in residence halls and all other activities associated with the Activity, may expose Minor to hazards or risks that may result in personal injury, illness, or death, caused by: (a) engaging in the Activity or events associated with Activity; (b) traveling via any means of transportation to or from the Activity or during the duration of the Activity; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Activity or related activities; or (d) exposure to other dangerous conditions associated with the Activity. Guardian further acknowledges that while University will follow all federal, state and local guidelines concerning the operation of the Activity in light of COVID-19, that attendance at the Activity inherently carries a risk of possible exposure to COVID-19, which may result in serious illness or death.
- 3. Representations of Guardian.** Guardian represents: (a) Guardian is at least eighteen (18) years of age; (b) Guardian has the requisite capacity and legal authority to execute this Release on behalf of Guardian and Minor; (c) Minor is physically and mentally able to participate in all aspects of the Activity or related activities; and (d) Minor is able to be in the presence of, as well as use, the materials, tools, supplies, or equipment or other items associated with or utilized during the Activity or related activities.
- 4. Conduct and Compliance with Laws and Policies.** Guardian represents Minor will comply with all applicable federal, state, and local laws, and University operating policies and direction in Minor’s conduct while engaging in the Activity.
- 5. Release of University.** Guardian understands and agrees that University cannot be expected to control or avoid all risks, including risks of exposure to communicable illness, associated with participation in the Activity and related activities including possibly overnight stays in a University residence hall; therefore, in consideration of the benefits Guardian and Minor will receive through Minor’s participation in the Activity on University’s campus, Guardian, on behalf of Guardian and Minor, does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDUCTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY MINOR’S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER PERSON RELATED THERETO.**
- 6. Emergency Medical Treatment.** Guardian consents to any emergency medical treatment for Minor that may be required as a result of accident or illness arising out of participation in the Activity or related activities; provided, the cost of any such treatment, including any measures taken in response to isolation from suspected COVID-19 symptoms or other possible exposure requiring isolation, will be Guardian’s sole responsibility. Guardian acknowledges that University does not provide health and accident insurance for participants engaged in the Activity or related activities.
- 7. Indemnification.** Guardian, individually and on behalf of Minor, agrees to indemnify, defend and hold harmless Midwestern State University and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, related to, or resulting from any act or omission of Minor’s participation in the Activity or their residence at a Midwestern State University housing facility during the Activity, including but not limited to the negligent acts or omission of any Activity employee or other participant, any indirect employees or volunteer employees of the Activity, the University or any staff or faculty of the University, or any liability arising from the Minor being exposed to or testing positive for COVID-19 while on the campus of Midwestern State University. The indemnification obligations set forth in the Contract will survive termination or expiration of the camp/conference agreement.
- 8. Guardian, on behalf of Minor, expressly assumes all risk of injury and illness from Minor’s participation in the Activity and residence in a University Residence Hall during the Activity.**

- 9. Notification in Event of Positive COVID-19 Case.** In the event that Minor (a) tests positive for COVID-19 while Minor is participating in Activity or within fourteen (14) days prior to Activity, or (b) has been in close contact with someone that tests positive for COVID-19 during the Activity or within fourteen (14) days prior to Activity, then Guardian shall immediately notify their Activity contact and University Student Housing officials, take immediate action to quarantine the Minor, remove Minor from the University immediately, and assist University in identifying any other persons on the University campus who may have come in contact with Minor during their participation in the Activity. University shall not be responsible for any refund of Activity fees due to Minor being removed from Campus due to the implementation of COVID-19 measures prior to the completion of the Activity.
- 10. Compliance with Further Guidelines.** Due to the changing nature of the COVID-19 pandemic, Guardian will monitor and comply with further CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
- 11. Miscellaneous.** This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. The sole proper place of venue for any dispute arising out of this Release shall be in Wichita County, Texas. By their signature below, Guardian now agrees to be bound by the terms of this Release for the duration of the Activity or related activities, whether such Activity began prior to, on, or after the Effective Date.

Minor:

Minor's Printed Name

Minor's Cell Phone Number (if any)

Guardian, individually and on behalf of Minor

Guardian's Signature

Guardian's Relationship to Minor

Guardian's Printed Name

Guardian's Cell Phone Number

Date

Guardian's Alternate Phone Number/Email

Emergency Contact (Other than Guardian):

Printed Name

Emergency Contact Phone Number

Relationship to Minor

Alternate Emergency Contact Number/Email

