

Midwestern State University
Dalquest Desert Research Site
Agreement to Assume Risk and Release from Liability

In consideration of my wish to make use of Midwestern State University's Dalquest Research Site to carry out an approved research project, I, the undersigned, do hereby release and agree to hold harmless Midwestern State University, its Board of Regents, and all the University's officers, sponsors, agents and employees from any and all liability due to injuries, damage, sickness, loss, delay, or death arising from any act or omission, negligent or otherwise, of said officers, agents, sponsors or employees, or any other person or other participant in any activity associated with said use of the Dalquest Research Site. I hereby indemnify Midwestern State University, its Board of Regents, and all the University's officers, sponsors, agents and employees and any other person or participant from any claims brought as a result of any act or omission on my part, negligent or otherwise.

I am aware of potential dangers or hazards associated with research in rugged terrain and under the hot, dry conditions that may prevail at the Dalquest Research Site at any time of year. I understand that my choice to pursue research at the Dalquest Research Site is voluntary and I accept any risks or hazards encountered anywhere within the research site or in transit to or from the site.

Damage to the facility, either the main structures, operating systems, or personal property contained in the facility, are the responsibility of the party/parties causing the damage.

Jurisdiction and venue of any claims arising from this statement or from the use of the Dalquest Research Site shall lie in Wichita Falls, Wichita County, Texas. The laws of the State of Texas shall apply.

Signature of Participant

Name of Participant

Institutional Affiliation

Date
