

ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Acknowledgment and Release Agreement (“Release”) is entered into as of the date of signature (“Effective Date”) between Texas Tech University, a Texas public institution of higher education located in Lubbock, Texas (“University”) and the participant (“Participant”), named below.

- 1. Activity.** Participant to enter the University campus and participate in a summer camp/conference (“Activity”) on University’s campus.
- 2. Acknowledgment of Risk.** Participant acknowledges that the nature of the Activity, including but not limited to activities on the campus of University and all events associated with the Activity, may expose Participant 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. Participant 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 Participant.** Participant represents: (a) Participant is at least eighteen (18) years of age; (b) Participant has the requisite capacity and legal authority to execute this Release; (c) Participant is physically and mentally able to participate in all aspects of the Activity or related activities; and (d) Participant 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.** Participant will comply with all applicable federal, state, and local laws, and University operating policies and direction in Participant’s conduct while engaging in the Activity.
- 5. Release of University.** Participant 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; therefore, in consideration of the benefits Participant will receive through participation in the Activity on University’s campus, Participant, 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 CONDCUTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY PARTICIPANT’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.** Participant consents to any emergency medical treatment 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 Participant’s sole responsibility. Participant acknowledges that University does not provide health and accident insurance for participants engaged in the Activity or related activities.
- 7. Indemnification.** Participant agrees to indemnify, defend and hold harmless Texas Tech University and the Texas Tech University System, 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 from participation in 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 Participant being exposed to or testing positive for COVID-19 while on the campus of Texas Tech University. The indemnification obligations set forth in the Contract will survive termination or expiration of the camp/conference agreement.
- 8. Participant expressly assumes all risk of injury and illness from participation in the Activity.**
- 9. Notification in Event of Positive COVID-19 Case.** In the event that Participant (a) tests positive for COVID-19 while 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 Participant shall immediately notify their **Activity** contact and **Univ**ersity officials, take immediate action to quarantine themselves, remove

themselves from the University immediately, and assist University in identifying any other persons on the University campus who may have come in contact with them during their participation in the Activity. University shall not be responsible for any refund of Activity fees due to Participant 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, Participant 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. Participant 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 Lubbock County, Texas. By their signature below, Participant 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.

Participant:

Printed Name

Cell Phone Number (if any)

Date

Alternate Phone Number/Email

Emergency Contact:

Printed Name

Emergency Contact Phone Number

Relationship

Alternate Emergency Contact Number/Email