

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 individual staff member named below (“Staff Member”).

1. **Activity.** Staff Member is employed by a summer camp operating on the University campus to assist in facilitate summer camp (“Activity”) on University’s campus.
2. **Acknowledgment of Risk.** Staff Member acknowledges that the nature of the Activity, including participation in the activity on the campus of University, may expose Staff Member 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. Staff Member 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 Staff Member.** Staff Member represents: (a) Staff Member is at least eighteen (18) years of age; (b) Staff Member has the requisite capacity and legal authority to execute this Release; (c) Staff Member is physically and mentally able to participate in all aspects of the Activity or related activities; and (d) Staff Member 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.** Staff Member represents they will comply with all applicable federal, state, and local laws, and University operating policies and direction in Staff Member’s conduct while engaging in the Activity.
5. **Release of University.** Staff Member 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 Staff Member will receive through Staff Member’s facilitating the Activity on University’s campus, Staff Member 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 CONDUCUTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY STAFF MEMBER’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.** Staff Member 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 Staff Member’s sole responsibility. Staff Member acknowledges that University does not provide health and accident insurance for participants engaged in the Activity or related activities.
7. **Indemnification.** Staff Member 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 of Staff Member’s 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 the Staff Member 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. **Staff Member expressly assumes all risk of injury and illness from their participation in facilitating the Activity.**
9. **Notification in Event of Positive COVID-19 Case.** In the event that Staff Member (a) tests positive for COVID-19 while Staff Member is facilitating the 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 Staff

Member shall immediately notify their Activity contact and University 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 Staff Member during their participation in the Activity.

10. Compliance with Further Guidelines. Due to the changing nature of the COVID-19 pandemic, Staff Member 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. Staff Member 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, Staff Member 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.

Staff Member:

Printed Name

Cell Phone Number (if any)

Date

Staff Member's Alternate Phone Number/Email

Emergency Contact:

Printed Name

Emergency Contact Phone Number

Relationship to Staff Member

Alternate Emergency Contact Number/Email