

**University of Houston**  
**Spirit of Houston Release and Hold Harmless Agreement**

1. In consideration for participating in the Spirit of Houston Marching Band and Featured Twirler, Cheer Team, Cougar Dolls Dance Team, and/or Mascot Team of the University of Houston (collectively, the “Activity”), and other valuable consideration, the sufficiency of which is hereby acknowledged, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the University of Houston (“UH”), the UH System, the UH System Board of Regents, the State of Texas, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted or in transportation to and from said premises.
2. I can fully participate in the Activity. I am fully aware of risks and hazards connected with the Activity, including but not limited to the risks noted herein, and I hereby elect to voluntarily participate in said Activity, and to enter UH’s premises and engage in such Activity knowing that the Activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my participation in the Activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any) if am alive, and my heirs, assigns and personal representatives if I am not alive, and therefore this Release and Hold Harmless Agreement shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.
5. I hereby further agree that this Release and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
6. I UNDERSTAND THAT UH WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY THAT I SUSTAIN RELATED TO THE ACTIVITY.
7. I further agree to become familiar with the rules and regulations of UH concerning student conduct and not violate said rules of any directive or instruction made by the person or persons in charge of the Activity and that I will further assume the complete risk of any Activity done in violation of any rule or directive or instruction. I also understand that I should and am urged to obtain adequate health and accident insurance

to cover any personal injury to myself, which may be sustained during the Activity or transportation to and from the Activity.

I/My child has reviewed the above information and are aware of the risk in participating in these programs and the possible injuries that may occur. I/my child freely and voluntarily agree to participate in the Activity. I also understand that this release is valid for the entire season, and includes all events and travel hosted by UH relating to the Activity.

IN WITNESS WHEREOF, I have signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_  
(Parent must sign if under 18 years old)

MEDICAL TREATMENT PERMISSION FORM

Student's Name: \_\_\_\_\_

I, \_\_\_\_\_ (Participant's name if 18 or older, Parent/Legal Guardian if under 18 years old), hereby give my permission, consent, and authorization for any medical treatment deemed necessary by a hospital or physician. I appoint the Activity coordinator and/or director my lawful agent with power to authorize and consent to the administration of medical treatment during the aforementioned Activity

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Health Carrier: \_\_\_\_\_

Please list all allergies, restrictions, or health exceptions. This form should be signed and turned in at the time of registration. In case of such accident or illness, I give permission for my child (if under 18) to be given medical treatment as deemed appropriate. I will assume responsibility for any medical bills incurred by my child.

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Health Carrier: \_\_\_\_\_

Please list all allergies, restrictions, or health exceptions. This form should be signed and turned in at the time of registration. In case of such accident or illness, I give permission for my child (if under 18) to be given medical treatment as deemed appropriate. I will assume responsibility for any medical bills incurred by my child.

\_\_\_\_\_  
(Parent or Legal Guardian Signature)

I, the participant (if 18 years or older) or my child (if under 18), have been examined by a family physician and is physically able to participate in the Activity described herein.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Note: Modification of this Form requires approval from the Office of General Counsel**