Participant's name: _____

Please Print

Transportation Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Edgewood Independent School District ("Edgewood ISD") on the condition of your signing this waiver and affirming the promises and statement contained below, agrees to provide you with <mark>transportation</mark> for the following activity:

Description: <mark>Transportation from (Location) to (Location) for (Explain Purpose).</mark>

Date: _____

I _____ acknowledge that the following statements are true:

o   I understand and agree that participating in the above stated activity is voluntary.
o   I agree and understand that I must comply with the rules and regulations established from time to time by Edgewood ISD and that failure to do so may result in immediate removal from your participation in the activity.
o   I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself.
o   I am aware of the nature of the activity and recognize that in participating in the activity, a risk of harm or injury exists.
o   I further certify that I am willing to assume the risk of any medical or physical condition I may have.

RELEASE AND WAIVER OF LIABILITY

I, for myself, my heirs, personal representatives, or assigns, do hereby expressly release and waive liability, now and at any time in the future, Edgewood ISD, its Trustees, employees, agents, and assigns, for any and all claims for medical expenses, loss of services, injury to person or property, death, or other claims, actions, or liabilities made against it or them on behalf of myself, regardless of the cause of such claims, actions, or liabilities or any concurrent or contributing fault or negligence of it or them as such may result from my participation in the Activity.

ASSUMPTION OF THE RISK

I agree and understand that there are dangers and risks associated with participating in the activity and that injuries and/or death may result from participating in the activity, including, but not limited to, acts,

omissions, representations, carelessness, and negligence of the District. By signing this document, I recognize that property loss, injury, and death are possible while participating in the activity. Recognizing the risks and dangers, I understand the nature of the activity and voluntarily choose to participate and expressly assume all risks and dangers of my participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

INDEMNIFICATION AND HOLD HARMLESS

In addition, to the maximum extent allowed by law, I also agree to indemnify and hold harmless the Edgewood ISD, its Trustees, employees, agents, and assigns, from and against any and all suits, actions, losses, damages, claims, or liabilities of any character, type, or description, including attorney's fees and court costs, that may result from my participation in the above-mentioned activity. I understand that the Edgewood ISD, its Trustees, employees, and agents are not waiving any sovereign or governmental immunity, which it or they have under Texas law.

SEVERABILITY

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have read and understand this release and sign it voluntarily and with full knowledge of its significance.

_____
Signature of Participant

_____
Date