

**TEXAS CHRISTIAN UNIVERSITY
STUDENT/PARTICIPANT**

HOLD-HARMLESS AND CONSENT AGREEMENT

Participant Name: _____
Activity Dates: **June 11-17, 2023.**

Course/Activity: **TCU Band Camp:**
High School and Middle School
Sponsor: **TCU Summer Music Institute**

For and in consideration of being permitted to participate in a TCU summer program, I, the undersigned Student/Participant and my parent(s), as signers of this agreement in the event I am not eighteen (18) years of age or older, hereby agree(s) and consent(s) to the following:

I, THE UNDERSIGNED STUDENT/PARTICIPANT, HEREBY FULLY RELEASE AND FOREVER DISCHARGE, Texas Christian University and all instructors, sponsors agents, employees, officers, director and trustees of Texas Christian University (collectively "TCU") of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any and all claims, demands, controversies, actions or causes of action, which I may now or in the future own or hold for any injury to my person or property or any injury resulting in my death, arising directly or indirectly out of participation for any purpose in the Course/Activity described above, or any first aid, medical treatment or services rendered me during or as a result, either direct or indirect, out of my participation in the above described Course/Activity, regardless of the cause of such injury, damage or expense, and REGARDLESS OF WHETHER OR NOT SUCH INJURY, DAMAGE OR EXPENSE IS CAUSED BY THE SOLE NEGLIGENCE OF TCU OR THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF TCU.

I FURTHER AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS TCU from any loss, liability, damage and expense, including but not limited to attorneys' fees and court costs, which TCU, collectively and/or individually, may incur as a result of any claim or suit by any person relating in any manner, directly or indirectly, to my participation in the Program. WHETHER CAUSED BY THE SOLE NEGLIGENCE OF TCU OR THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF TCU.

This Release contains the entire agreement between the parties hereto. And the terms of this Release are contractual and not a mere recital. In making this release and Hold Harmless Agreement, I have not relied upon any statement or representation pertaining to this matter made by any person or persons representing or employed by them. I STATE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT AND KNOW THE CONTENTS HEREOF AND SIGN SAME AS MY OWN FREE ACT. I am fully competent and execute this Release and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same. Each covenant and obligation of the Student/Participant shall also constitute, joint and several, a covenant and obligation of each parent and/or guardian of the Student/Participant as named by law.

Date: _____
Student/Participant Signature _____

PARENTS/GUARDIANS

I give my permission for my child to be photographed and/or videotaped by Texas Christian University and other university approved organizations or individuals for purposes of advertising and public relations. If the Student/Participant is not eighteen (18) years of age or older, the signature of the Student/Participant's parents or guardians on the signature lines herein after provided is also required. As parents(s) or guardian(s) of the above mentioned Student/Participant agree to and approve the terms of this Release and Hold Harmless Agreement and Consent Form and warrant that each of us, individually and collectively, have full authority to do so on behalf of ourselves and the Student/Participant and each of the undersigned further bind ourselves, jointly and severally, to perform each of the obligations of the Student/Participant above described.

I authorize Texas Christian University to seek and obtain any medical treatment for the Student in the event of an emergency when efforts to contact me are unsuccessful and/or when, in the judgment of the program director, the injury or illness appears to require immediate medical attention. I further authorize Texas Christian University to refer the Student to private care providers if special service is necessary and efforts to contact me are unsuccessful. I understand that an attempt will be made to contact me in the event that medical care is needed unless immediate medical attention is necessary and, in such event, an attempt to contact me will be made as soon as possible. I further understand and agree that I am responsible for any and all medical expense incurred as a result of bodily injury to, or illness of, the participant named while on Texas Christian University campus, including, but not limited to transportation to the other medical facilities, as well as private follow-up care.

Date: _____
Parent/Guardian Signature _____

Alterations to this form will make it null and void