



TEXAS CHRISTIAN UNIVERSITY
INFORMED CONSENT, ASSUMPTION OF RISK,
RELEASE FROM LIABILITY, AND INDEMNITY AGREEMENT

Program: [redacted] Course Number (if applicable): N/A
Instructor/Sponsor: TCU Summer Music Institute Semester/Dates of Participation: [redacted]

Destination or Location of Program: TCU School of Music - TCU Main Campus

Please read, sign, and return this form to Registration Table/Day of Event. Note that program participation will not be permitted until the signed form is received and acknowledged by the office/individual indicated above.

Printed Name of Student/Program Participant: _____ Student ID: _____

In consideration of my participation in this Program, I agree as follows:

ASSUMPTION OF RISKS: Despite precautions, accidents and injuries can occur. I understand and appreciate that certain dangers, hazards and risks of harm are or may be inherent in participating in the Program, including those associated with travel and transportation to and from the Program and in any independent research or activities I undertake as an adjunct to the Program, due to acts of third parties, natural disaster, and other occurrences. I acknowledge and understand that TCU and its agents and employees cannot control all of these risks. I have reviewed the activities and events associated with the Program, including the specific risks described below. I acknowledge that the nature of the Program and related activities, events, and transportation may expose me to hazards and risks that may result in my personal or bodily injury, illness or death, and/or loss or damage of property, and I accept all risks to my health and property that may result from my participation in the Program. I understand that it is my responsibility to know and provide what I will need for participation in the Program. I agree not to wear, use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement, I may be dismissed from the Program.

HEALTH INSURANCE: I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I HAVE HEALTH INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE PROGRAM, AND I VERIFY THAT I HAVE SUCH COVERAGE OR WILL SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT. I understand that TCU does not provide such coverage and that no insurance coverage may exist through TCU to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the Course/Activity.

SPECIFIC RISKS OF TRAVEL OR PROGRAM: I understand that traveling, doing fieldwork or being in a large city may be potentially dangerous and that I may be injured and/or lose or damage personal property as a result of participation in the Program. Further, I understand that TCU accepts no responsibility for losses or additional expenses incurred by me due to delay or changes in air, hotel, or other services, sickness, weather, strike, war, terrorist acts, pandemic, quarantine, breakdown in equipment, theft or other causes. Specific risks related to the Program include but are not limited to:

- Crossing streets in and around the TCU Campus
• Moving people, equipment and instruments on and off stage/on and off risers
• Exposure to loud sound levels during ensemble rehearsals (ear protection strongly recommended)

INSTITUTIONAL ARRANGEMENTS: I hereby acknowledge that TCU is not representing, sponsoring, endorsing or acting as an agent for any transportation carriers, hotels, or other suppliers of goods or services that may be used in connection with the Program. I understand that TCU may procure these goods or services only as a convenience to participants, but TCU is not providing or selling the goods or services. I assume all the risks of using such providers or suppliers and acknowledge that TCU assumes no liability, in

whole or in part, for damages, injuries, losses, or additional expenses arising from the action or inaction of any such provider or supplier or the condition or quality of the goods or services supplied, including and damages, losses, or additional expenses incurred by me due to delay or changes in arrangements for the Program. I further understand that TCU is not responsible for matters beyond its control. I acknowledge that TCU reserves the right to cancel the trip without penalty or to make any modifications to the itinerary and/or academic Program as deemed necessary by TCU.

INDEPENDENT ACTIVITY: I understand that TCU is not responsible for any loss or damage I may suffer when I am traveling independently or when I am otherwise separated or absent from Program activities. In addition, I understand that any travel that I do independently on my own before, during or after the TCU sponsored Program is entirely at my own expense and risk.

HEALTH AND SAFETY: I acknowledge there may be physically strenuous activities associated with the Program. I have reviewed the activities associated with the Program, and I have been advised to consult with a medical doctor with regard to my personal medical needs. I represent and warrant that there are no health-related reasons or problems that preclude or restrict my participation in this Program, and by my signature below I represent and warrant that I am physically able to participate in all planned activities associated with the Program. I agree to stop and seek assistance if I do not believe I can safely continue any activity during the Program. I represent that I have advised TCU of any physical or mental disabilities and/or needs which may affect my ability to participate fully in the Program and have requested and received reasonable accommodation, if needed. I recognize that TCU is not obligated to attend to any of my medical or medication needs, and I assume all risks and responsibility for same. I agree to pay all expenses relating to my medical or medication needs.

TCU RULES, REGULATIONS, AND POLICIES: I agree to abide by the guidelines set forth in TCU's Code of Student Conduct and to obey and comply at all times with all of the rules, regulations, and policies of TCU while participating in the Program, including those which may be employed to minimize the risks of injury, as well as compliance with all federal, state and local laws.

RELEASE FROM LIABILITY: In consideration of my participation in the Program and TCU transporting me (if applicable), I hereby release TCU and its Board of Trustees, officers, employees, agents and representatives from any and all liability to me or my personal representatives, heirs, estate, and assigns for claims, demands, expenses or causes of action I have or may have in the future for any loss or damage to property, injury, accident or expense arising out of, resulting from, caused by, occurring during or in any way connected with the Program or my participation in it, REGARDLESS OF WHO MAY BE AT FAULT OR RESPONSIBLE UNDER ANY LEGAL THEORY AND EVEN IF SUCH DAMAGE, LOSS, INJURY OR DEATH ARISES FROM OR IS CAUSED BY OR ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, THE SOLE OR CONCURRENT NEGLIGENCE OF TCU but excluding any gross negligence or willful misconduct of TCU. IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF TCU FROM THE CONSEQUENCES OF TCU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF TCU DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TCU.

CONTROLLING LAW AND JURISDICTION: The terms of this Informed Consent, Assumption of the Risk, Release from Liability, and Indemnity Agreement are to be governed by and construed under the laws of the State of Texas, and venue with respect to any dispute arising between TCU and any other party that involves this Release and Indemnity Agreement or that involves my participation in the Course/Activity shall be exclusively in Tarrant County, Texas.

SEVERABILITY: Each provision of this Informed Consent, Assumption of the Risk, Release from Liability, and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals and are binding upon me, my heirs, personal representatives and assigns.

SIGNATURE: I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Informed Consent, Assumption of the Risk, Release from Liability, and Indemnity Agreement and acknowledge that I understand it. My signature below indicates that I have read and freely signed this agreement, which take effect as a sealed instrument.

IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING.

Signature of Program Participant

Date

IF PROGRAM PARTICIPANT IS A MINOR - PARENT APPROVAL: As parent or legal guardian of the above-mentioned Program Participant, I agree to and approve the terms of this Release and Indemnity Agreement on behalf of myself (including releasing any claims I may have against TCU related to the Program) and on behalf of the Program Participant. I consent to the Program Participant's participation in the Program and warrant that I have full authority to do so on behalf of myself, the Program Participant, and the Program Participant's heirs, personal representatives, and assigns. I understand and assume the risks of the Program Participant's participation in the Course/Activity.

I FURTHER AGREE TO DEFEND TCU AGAINST ALL CLAIMS, LAWSUITS, INVESTIGATIONS AND DEMANDS AND TO INDEMNIFY AND HOLD HARMLESS TCU any and all losses, liabilities, settlements, judgments, damages and costs (including court costs, attorneys fees and costs of investigation), for any damage to or loss of any property or any personal or bodily injury, illness or death of any person or any one or more of the foregoing, arising out of Program Participant's participation in the Program, REGARDLESS OF WHO MAY BE AT FAULT OR RESPONSIBLE UNDER ANY LEGAL THEORY AND EVEN IF SUCH DAMAGE, LOSS, INJURY OR DEATH ARISES FROM OR IS CAUSED BY OR ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, THE SOLE OR CONCURRENT NEGLIGENCE OF TCU but excluding any gross negligence or willful misconduct of TCU. IT IS MY EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY ME OF TCU FROM THE CONSEQUENCES OF TCU'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY OBLIGATION TO INDEMNIFY TCU DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TCU.

Signature of Parent or Legal Guardian
(If Program Participant is a minor)

Date

REVISED 12.8.20