

# RELEASE AND INDEMNIFICATION AGREEMENT FOR ADULTS

Revised May 2022

SCHOOL: \_\_\_\_\_ Coach/Sponsor OR \_\_\_\_\_ Parent/Other

PARTICIPANT: (FULL Name and Address)

**INSTITUTIONS:**

The Park of East Texas (dba Academic Rodeo)

2112 W. Front Street

Tyler, TX 75702

Including The Board of Directors, Staff,

Sponsors, Supporting Organizations & Volunteers

**DESCRIPTION OF ACTIVITY OR TRIP:** The above adult will participate in ACADEMIC RODEO (presented by The Park of East Texas/East Texas State Fair) at the East Texas State Fairgrounds. ACADEMIC RODEO is a collection of contests and activities occurring November, January and February. Some activities are designed/implemented through Support Partner organizations – American Association of University Women, Discovery Science Place, Smith County AgriLife Extension Education, Texas A&M AgriLife Extension, The University of Texas Computing Center, The University of Texas at Tyler School of Education, Tyler Civic Theatre, and Tyler Junior College – in partnership with ACADEMIC RODEO.

I am the adult named above, I am at least eighteen years of age, and I am fully competent to sign this agreement. I am aware of the activities involved during the contests.

I acknowledge that the nature of the activities in the contest may expose me to hazards or risks that may result in my illness, personal injury, or death, and I understand and appreciate the nature of the hazards and risks.

In consideration of my involvement in Academic Rodeo,

- I hereby accept all risk to my health, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property, and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in ACADEMIC RODEO, whether caused by negligence of the institution, its governing board, officers, employees, representatives, Support Partners, Volunteers, or otherwise. I further agree to indemnify and hold harmless the institution and its governing board, officers, employees, representatives, and Volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in ACADEMIC RODEO.
- I agree to indemnify, hold harmless, and defend the ACADEMIC RODEO AND THE POET, it's officers, agents, employees, Support Partners, and Volunteers - from and against - all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons; diseases; bacterial infections, such as E. coli; and viral infections, such as COVID 19, including death, property damage; loss of use, and expenses; including court costs and attorney's fees, and other reasonable costs occasioned by my presence on or use of the premises and/or activities conducted in connection with (or incidental to) presence on the premises and arising out of or resulting from the negligent or intentional acts, or omissions of myself, Support Partners, Students, and Others working with me; including: all such causes of action based on common, constitutional, or statutory law, OR based upon the negligent or intentional acts or omission of myself, Support Partners, Students, and Others working with the me.
- It is further agreed with respect to the above indemnity, that ACADEMIC RODEO and The POET and the MYSELF will provide the other with prompt and timely notice of any event covered which is any way directly or indirectly, contingently or otherwise, affects or might affect the Teacher or Volunteer or ACADEMIC RODEO AND POET, and ACADEMIC RODEO AND POET shall have the right to compromise and defend the same to the extent of its own interests.

It is mutually agreed and made a part of this contract that all Academic Rodeo /Park of East Texas Rules and Regulations, all City of Tyler, Smith County and State of Texas ordinances must be complied with at all times, without exception.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN ACADEMIC RODEO, AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

\_\_\_\_\_  
Signature of Adult

\_\_\_\_\_  
Date Signed

Address: \_\_\_\_\_