

VOLUNTEER ATHLETIC COACHES

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

I, _____ (“Volunteer”), desire to participate as a volunteer athletic coach in the _____ (“Program”) on _____.

I acknowledge that my participation is elective and voluntary.

In consideration for being allowed by *Texas Lutheran University* (“INSTITUTION”) to participate in the Program, which may include overnight travel.

This program includes overnight travel: _____ yes _____ no

I acknowledge and agree to the following conditions:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Texas Lutheran University policies and procedures, including any additional policies and procedures specific to this program listed below. I further agree to abide by all the rules and requirements of the Program and of the Facilities. I acknowledge that Texas Lutheran University has the right to terminate my participation in the Program if it is determined that my conduct violates any rule of the Program, of the Facilities, or those listed in the Texas Lutheran University Employee Handbook, or is detrimental to the best interests of the Program, the Facilities or others using the Facilities, or for any other reason in the Texas Lutheran University’s discretion.

List any policies and procedures specific to this program and where they appear:

CERTIFICATION OF FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the Program and do not have any medical record or history that could be aggravated by my participation.

INFORMED CONSENT: I have been informed of and understand the nature of the Program. I assume full responsibility for my participation in the Program and use of the Institution's facilities. I know that, by participating in the Program, I could sustain serious personal injuries for which protective equipment may be inadequate to prevent. My participation in the Program may result in serious bodily injury to me, including death from heat stroke, concussion, heart attacks or heart injury, sickle cell disease and or other injuries as a consequence of not only Releasee's (as defined herein) actions, inactions, negligence or recklessness, but also the actions, inactions, negligence or recklessness of others, conditions of the equipment, facility conditions, weather conditions, improper officiating or refereeing, and/or negligent first aid operations. I further understand that the risks associated with the Program include, but are not limited to, sprains, cuts, contusions, abrasions, concussions, broken bones, bone fractures, and in some extreme cases long-term injuries, including but not limited to brain damage that may result in mental and emotional disabilities, and/or physical damage, including but not limited to the musculoskeletal, nervous, respiratory and/or urinary systems, and/or death. I am aware that travel, including overnight travel and accommodations, involves certain risks, including but not limited to serious personal injuries, illness, assault, property damages, and theft, or even death as a consequence. There may be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Program is my sole responsibility, except as expressly stated otherwise in this Agreement.

ASSUMPTION OF RISKS: There are potential dangers incidental to my participation in and travel for the Program, including known risks associated with this program listed below, risks of damage, bodily injury, and possibly death. Potential dangers may result from instructing, practicing, training, observing, and competing in Program events. Potential dangers may also stem from the use of transportation and overnight accommodations (if applicable), weather conditions, facility conditions, equipment conditions, negligent first aid operations, improper officiating or refereeing, procedures of Releasees (as defined herein), and other risks that are unknown at this time. Risks may result from the Program's activity itself, from the acts of others, from use of the equipment or facilities, or organization of or unavailability of emergency medical care. Participation in the Program involves activities incidental thereto and the possible reckless conduct of other Volunteers. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT.**

Specify any additional known risks associated with this particular program:

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO HOLD** Texas Lutheran University, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Texas Lutheran University's direction (collectively referred to as "Releasees"), responsible for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/ FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM OCCURS OR IS BEING CONDUCTED.**

Texas Lutheran University expressly disclaims liability for actions of third parties, including but not limited to Volunteers, students, agents or volunteers who are not acting under the direction and control of Texas Lutheran University. I release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or reckless acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

In the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, recklessness, or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES AND COSTS) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE. I have my own personal medical insurance and am responsible for the cost of any and all medical services that I may require as a result of participating in the Program, except for medical costs arising from an injury that I sustain that is the direct result of Releasees' gross negligence or intentional misconduct.

MEDICAL CONSENT¹: Releasees may not have medical personnel available at the location of the Program now while traveling for the Program (if applicable).

In the event of any medical emergency, I (*initial one*) do _____ / do not _____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Texas Lutheran University personnel deem necessary for my safety and protection.

Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, Texas Lutheran University may direct that I be transported to the hospital for such care.

PROMOTIONAL RIGHTS: Texas Lutheran University has the right to use, for promotional purposes only, any photographs of me taken by Texas Lutheran University's employees or agents, during my participation in the Program. Texas Lutheran University may use any statements or quotes attributed to me in my evaluation of the Program for marketing purposes.

INDEPENDENT VOLUNTEER: It is the express intention of the parties that the relationship between Volunteer and Institution under this Agreement will be construed and deemed to be that of an independent Volunteer. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As an independent Volunteer, I confirm that I am engaging in these volunteer activities purely for charitable, public service and/or humanitarian reasons, and not out of an expectation of being compensated for my volunteer activities.

Volunteer is not Institution's employee and as an independent Volunteer, Volunteer is not entitled to participate in any benefits provided to its employees by Institution, including but not limited to pension plans, bonus, stock, or similar benefits. Institution will not make disability insurance contributions on behalf of Volunteer.

CONFIDENTIALITY OF PROPRIETARY INFORMATION: Volunteer recognizes that in the course of performing Services under this Agreement, it may be exposed or become aware of information and materials related to TEXAS LUTHERAN UNIVERSITY's operations and Student information which is subject to FERPA, confidential to TEXAS LUTHERAN UNIVERSITY and proprietary in nature. Such confidential information includes, but is not limited to: personnel records, student records, medical records, and/or certain proprietary and management information products, academic and/or scientific research, processes, know-how, designs, improvements, techniques, computer programs, data bases, trade secrets, business plans,

¹ EIIA recommends that the Institution should have the same level of medical care available for a event as the Institution provides for intercollegiate competition of the same sport.

and financial information. Volunteer agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without TEXAS LUTHERAN UNIVERSITY's prior written authorization.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

As a volunteer athletic coach, I understand that I am required to successfully comply with the following requirements before I begin my participation in the Program:

1. Complete a criminal background check as directed by Texas Lutheran University.
2. Provide Texas Lutheran University with a current motor vehicle report from the State's department of licensing, as well as a valid, current drivers' license and insurance (if your volunteer service may require transporting yourself and/or others).
3. Complete the Texas Lutheran University's harassment prevention training.
4. Know, understand, and comply with all applicable Conference and NCAA rules and regulations.
5. Complete bloodborne pathogen and concussion awareness training.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Volunteer)
