

Combined General Use Release Waiver Template w/ Photo Release

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Event: UT-Terly VEX-acious Thanksgiving Spectacular "Event" **Date of Event:** 11-23-2024

Locations of Event: UT Tyler COB Atrium

IN CONSIDERATION of being permitted to participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE **The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler (collectively referred to as the "UT Entities")**, and all of their directors, officers, agents, volunteers, and employees, (hereinafter collectively referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY PARTICIPATING IN OR ATTENDING THIS EVENT YOU ASSUME ALL RISKS WHETHER KNOWN OR UNKNOWN.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS and involve risks including but not limited to exposure to infectious syndromes and diseases, serious illness, injury, and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in the Event. I agree that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe, and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____

DATE: _____

PRINT NAME: _____

DATE OF BIRTH (M/D/YYYY): _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release (“Minor”) and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor’s behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications, and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding the release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event if any.

SIGNED: _____

DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____

Appearance Release

I hereby authorize The University of Texas at Tyler (University), and those acting pursuant to its authority to:

- (a) Record my likeness and voice on a video, audio, photographic, digital, electronic, or any other medium.
- (b) Use my name in connection with these recordings.
- (c) Use, reproduce, exhibit or distribute in any medium (e.g., print publications, video tapes, CD-ROM, Internet/www) these recordings for any purpose that the University, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts.

I release the University and those acting pursuant to its authority from liability for any violation of any personal or proprietary right I may have in connection with such use. I understand that all such recordings, in whatever medium, shall remain the property of the University. I have read and fully understand the terms of this release.

Participant Signature (Parent / Guardian if under 18): _____

Printed Name (Parent / Guardian if under 18): _____