

BAYLOR
UNIVERSITY
MEMORANDUM

12/18/2019

TO: Steve Dailey

FROM: 
Mr. David Alexander
Assistant General Counsel

RE: RELEASE FORMS – SE #2393

Attached please find the release forms for use in connection with **Baylor University's School of Music, hosting the China Spring High School Band performing at the Men's Baylor Basketball game at the Ferrell Center on December 30, 2019.** Each participant should sign a release; therefore, you will want to photocopy the appropriate number of forms necessary for this activity. The release forms should be **signed in ink** and should **not** be altered in any way.

- Please take care to observe the following rules:
- It is important that the releases remain on a separate sheet of paper.
- If an individual refuses to sign a release, the individual should not be allowed to participate in the event.
- **Form E should be signed by individuals who are age 18 or older.**
- **Form D is for minors and should only be signed by their parent or legal guardian.**
- If participants are signing the release forms immediately prior to participating, then those signed forms are expected to be turned in to the Office of Risk Management the first business day after the event by 5:00 p.m.
- If any form has been altered or has not been properly executed, contact the Office of General Counsel immediately.
- Please do **NOT** return the signed forms through campus mail.
- Please hand-deliver the forms **to the OFFICE OF RISK MANAGEMENT, Hankamer, Suite 330 (11) , for safekeeping.**

Should the event be cancelled or if you need to discuss details of submitting the forms, please notify the Risk Management Office at 254-710-4586.

Thank you for your consideration. If you wish to discuss this further, please give me a call.

DEA/lc
Enclosures

FORM D: PARENT/LEGAL GUARDIAN RELEASE

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.
READ CAREFULLY BEFORE SIGNING.***

GENERAL RELEASE AND INDEMNITY AGREEMENT

I hereby represent that I am the parent or legal guardian of _____, "PARTICIPANT," who is under the age of 18. For and in consideration of Baylor University's permitting PARTICIPANT to participate voluntarily in **Baylor University's School of Music, hosting the China Spring High School Band performing at the Men's Baylor Basketball game at the Ferrell Center on December 30, 2019,** hereinafter referred to as "EVENT," sponsored by Baylor University, I hereby expressly assume all the risks (e.g. **accidents and injury associated with this event to include transportation to and from the event**) associated with the EVENT, and I release Baylor University, its regents, officers, employees, students, and agents from all claims, demands, suits, causes of action, or judgments which PARTICIPANT or I ever had, now have, or may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have against Baylor University, its regents, officers, employees, students, or agents, arising out of or in any way connected with the EVENT, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the **ACTS, OMISSIONS OR NEGLIGENCE** of Baylor University, its regents, officers, employees, students, or agents.

I understand this waiver does not apply to injuries caused by Baylor University's intentional or grossly negligent conduct.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS BAYLOR UNIVERSITY, its regents, officers, employees, students, and agents from all claims, demands, suits, causes of action, or judgments which participant or I ever had, now have, or may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have against Baylor University, its regents, officers, employees, student, or agents, arising out of or in any way connected with the event, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the **ACTS, OMISSIONS, OR NEGLIGENCE** of Baylor University, its regents, officers, employees, students, or agents, and on Baylor's behalf and in Baylor's name defend at my own expense any such claims, demands, suits, causes of action or judgments described above.

I have read and executed this document with full knowledge of its legal significance.

BY: _____
PARENT/LEGAL GUARDIAN SIGNATURE (in INK) DATE

Parent/Legal Guardian Name Printed: _____

*If you are a Baylor employee or a dependent of a Baylor employee, this release shall not be construed to deny any valid direct or first party insurance claims which you or PARTICIPANT may have relating to possible death or to any injuries you or PARTICIPANT may sustain while participating in the EVENT.

FORM E: PARTICIPANT RELEASE

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.
READ CAREFULLY BEFORE SIGNING.***

GENERAL RELEASE AND INDEMNITY AGREEMENT

For and in consideration of Baylor University permitting me, "PARTICIPANT," to participate voluntarily in **Baylor University's School of Music, hosting the China Spring High School Band performing at the Men's Baylor Basketball game at the Ferrell Center on December 30, 2019**, hereinafter referred to as "EVENT," sponsored by Baylor University, I hereby expressly assume all the risks (e.g. accidents and injury associated with this event to include transportation to and from the event) associated with the EVENT, and I release Baylor University, its regents, officers, employees, students, and agents from all claims, demands, suits, causes of action, or judgments which PARTICIPANT or I ever had, now have, or may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have against Baylor University, its regents, officers, employees, students, or agents, arising out of or in any way connected with the EVENT, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the **ACTS, OMISSIONS OR NEGLIGENCE** of Baylor University, its regents, officers, employees, students, or agents. I understand this waiver does not apply to injuries caused by Baylor University's intentional or grossly negligent conduct.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS BAYLOR UNIVERSITY, its regents, officers, employees, students, and agents from all claims, demands, suits, causes of action, or judgments which participant or I ever had, now have, or may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have against Baylor University, its regents, officers, employees, student, or agents, arising out of or in any way connected with the event, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the **ACTS, OMISSIONS, OR NEGLIGENCE** of Baylor University, its regents, officers, employees, students, or agents, and on Baylor's behalf and in Baylor's name defend at my own expense any such claims, demands, suits, causes of action or judgments described above.

I have read and executed this document with full knowledge of its legal significance.

BY: _____
PARTICIPANT (in INK) DATE

Participant Name Printed: _____

If you are a Baylor employee or a dependent of a Baylor employee, this release shall not be construed to deny any valid direct or first party insurance claims which you or PARTICIPANT may have relating to possible death or to any injuries you or PARTICIPANT may sustain while participating in the EVENT.