OFF CAMPUS PE

COMPLETE RELEASE OF, AND INDEMNIFICATION FROM ALL CLAIMS

STATE OF TEXAS

COMAL COUNTY **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, _____(name of the legal "Guardian") desire that their ward, _____(name of the "Student") receive instruction from _____ (name of the "Instructor") from _____ (name of organization) an off-school period; and

WHEREAS, the Parents hereby acknowledge that it is their responsibility to provide the transportation for the Student to and from the Instructor; and

WHEREAS, the Parents hereby acknowledge that it is their responsibility to inspect the Instructor's facilities and to review the Instructor's credentials; and

WHEREAS, the Parents hereby acknowledge that they have inspected the Instructor's facilities, and have reviewed the Instructor's credentials; and

WHEREAS, the Parents hereby represent and warrant to _____ **(name of school)** and to New Braunfels Independent School District (the "District") that the Instructor's facilities are safe and of high quality, and that the Instructor's credentials are such that the Instructor is able to provide the Student with quality training; and

WHEREAS, the School and the District are willing to accommodate the Parents by providing the Student with appropriate physical education and fine arts credit(s) if (1) the Student successfully completes the Instructor's program of training (the "Program") previously described by the Parents to the School, and (2) the School receives certification of such successful completion from the Instructor.

NOW THEREFORE, in consideration for the School and the District's accommodation of the Student and the Parents by consenting to the Student's training with the Instructor during school hours for physical education and fine arts credit, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parents and the Student, the Student, for himself or herself and by and through his or her Parents, and the Parents, together and individually, have RELEASED AND FOREVER DISCHARGED, and by these presents do for themselves, their heirs, representatives and assigns, agree to and do hereby RELEASE AND FOREVER DISCHARGE, the School and the District, and their respective officers, directors, trustees, representatives, employees, agents, volunteers, successors, and assigns, of and from all actions, claims, demands, damages, expenses, and losses, whether known or unknown, present or future, fully developed or otherwise, and from all actions, causes of action for damages (direct, indirect, consequential, or otherwise) and all suits in law or in equity of whatever kind or nature, for loss of services, legal expenses, medical expenses, and all other losses, expenses, or damages of any kind which they may have now, or may have in the future, whether or not the same may be ascertained at this date, relating to or arising from or connected in any manner with the Student's participation in the Program (a "Program related claim"), including, but not limited to, the death or physical injury of the Student resulting from any

accident which occurs while the Student is on the Instructor's premises or is under the Instructor's supervision (a "Program related accident").

The undersigned declare and represent that the injuries and damages which may be sustained by the Student in any Program related accident may be permanent and progressive and that recovery there from and repair thereof may be uncertain and indefinite, and in making this Complete Release it is understood and agreed by the undersigned that they rely wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of the possible injuries and damages which may be sustained by the Student in any Program related accident, and that they have not been influenced to any extent whatsoever in making this Complete Release by any representations or statements regarding such injuries and damages, or regarding any other matter made by the persons and/or entities hereby released, or by any persons representing them, or by any other person or entity employed by them.

The undersigned expressly warrant that there is no existing spouse, former spouse, child, parent, sibling, or other relative of the undersigned with any potential claim for damages as a result of any Program related claim or accident, and the undersigned do hereby agree, jointly and severally, to indemnify, hold harmless, and defend the School, the District, and any officer, director, representative, employee, agent, volunteer, successor, and/or assign thereof (the "Indemnitees") from any claims, actions, causes of action, or demands of any kind or nature whatsoever, that might be asserted by either of the undersigned, the Student, or any person claiming to be a former, present, or future spouse, child, parent, sibling, or other relative of the undersigned for any injuries or damages or whatsoever kind or nature, incurred as a result of any Program related claim or accident, whether or not caused in whole or in part by the negligence of any of the Indemnitees. This covenant of indemnification specifically includes, without limitation, the covenant of the Parents to indemnify the Indemnitees from any claims, actions, causes of action, or demands asserted any time hereafter by the Student which are in any way related to any Program related claim or accident.

The undersigned further understand and agree that this Complete Release applies fully to, and includes, release of, and indemnification for, any injuries or damages for mental anguish, pain and suffering, and any other damages received by any of the undersigned or any of the relatives (broadly defined) as a result of any Program related claim or Indemnitees for any court costs or attorney's fees they incur which are related to any Program related claim or accident.

This Complete Release contains the entire agreement among the parties hereto and the terms of this Complete Release are contractual and not a mere recital.

THE UNDERSIGNED FURTHER WARRANT THAT THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING DOCUMENT, KNOW THE CONTENTS THEREOF, AND EACH HAS SIGNED THE SAME AS A FREE ACT.

DATED and EFFECTIVE the _____ day of _____, 20____.

STUDENT/S age 18 or older: PARENTS/GUARDIANS:

_____ _____

_____ _____