

Hold Harmless Agreement

In consideration of [Member] permitting [Vendor] to come onto [Member]'s property to provide certain services, [Vendor] agrees to hold [Member] and The Texas A&M University System, its Board of Regents, officers, employees, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys' fees) resulting from that work on [Member]'s property and which may result in any injury to a worker employed by [Vendor].

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates.

Signature: _____

Vendor Name: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Alternate 2:

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULTATORY CLAUSE. In consideration for receiving permission to participate in the activity of _____ Project (the "Activity"), I, ___[INSERT NAME OF INDIVIDUAL]___ (the "Participant") hereby release, waive, discharge, and covenant not to sue [System Member Name], The Texas A&M University System, their respective members, regents, officers, servants, agents, representatives, volunteers, students, or employees (hereinafter referred to collectively or individually as to as RELEASEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in such Activity, while traveling to and from the Activity, or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES, except as may arise from an independent duty.

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

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this Activity, including but not limited to: _____. Despite these risks, I choose to voluntarily participate in the Activity with full knowledge that the Activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

3. INSURANCE. My employer shall carry appropriate General Liability and Workers' Compensation Insurance.

4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to release, waive, discharge, and covenant not to sue, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES, except as may arise from an independent duty. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS. CONSIDER CONSULTING YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

SIGNED this _____ day of _____, 20_____.

Participant Signature: _____