

**PANOLA COLLEGE**  
**Waiver of Liability and Hold Harmless Agreement**

1. In consideration for receiving permission to participate in the \_\_\_\_\_, I release, waive, discharge and covenant not to sue the Board of Trustees, Panola College, their officers, servants, agents, or employees (hereinafter referred to as the College) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the College or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of risks and hazards connected with the activity, and I elect to voluntarily participate in the activity, and to engage in such activity knowing that the activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the College or otherwise.
3. I further agree to indemnify and hold harmless the College from any loss, liability, damage or costs, including court cost and attorney fees, that they may incur due to my participation in the activity, whether caused by negligence of the College or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named College. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

In signing this release, I acknowledge and represent that I have read the above Waiver and Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral presentations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have set my signature on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Witness