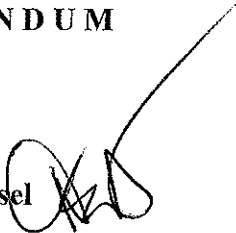


**BAYLOR**  
UNIVERSITY  
MEMORANDUM

**TO:** Brock Brandmeyer  
**FROM:** David Alexander, Assistant General Counsel   
**DATE:** February 21, 2022  
**RE:** Release Forms – SE Battle of the Brazos

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Attached please find the release forms for use in connection with **Baylor University's Campus Recreation/ Baylor Crew Club Sport, Battle of the Brazos, on the Brazos River, March 26, 2022**. 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 D is for minors and should only be signed by their parent or legal guardian.**
- **Form E should be signed by individuals who are age 18 or older.**
- 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 360** 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 contact the Office of General Counsel.

DEA/jp  
Attachments

**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 Campus Recreation/ Baylor Crew Club Sport, Battle of the Brazos, on the Brazos River, March 26, 2022**, 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 drowning, muscle and tendon sprains and strains, head and neck trauma, internal injuries)** 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, 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, 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.

COVID-19 ADDENDUM: Participants are advised that participation in the EVENT during a time of pandemic carries an inherent risk of infection. Participants are advised to follow all recommendations of government authorities or Baylor policies for mitigating COVID-19 risks, including those regarding social distancing, wearing of masks, and isolation for vulnerable persons. By signing this agreement, Participant acknowledges and assumes, on the same terms as above, the risk of infection inherent in the EVENT.

PHOTO RELEASE: I hereby grant to the RELEASED PARTIES the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of university related photographs or videotaped images of PARTICIPANT for use in connection with the activities of the university or for promoting, publicizing or explaining the school or its activities. This grant includes, without limitation, the right to publish such images in the university's student newspaper, alumni magazine, publications on the university's Web site, and public relations/promotional materials. These images may appear in any of the wide variety of formats and media now available to the school and that may be available in the future, including but not limited to print, broadcast, videotape, CD-ROM and electronic/online media. All photos taken are without compensation to PARTICIPANT. All electronic or non-electronic negatives, positives, and prints are owned by the university.

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 Campus Recreation/ Baylor Crew Club Sport, Battle of the Brazos, on the Brazos River, March 26, 2022**, 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 drowning, muscle and tendon sprains and strains, head and neck trauma, internal injuries)** 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.

COVID-19 ADDENDUM: Participants are advised that participation in the EVENT during a time of pandemic carries an inherent risk of infection. Participants are advised to follow all recommendations of government authorities or Baylor policies for mitigating COVID-19 risks, including those regarding social distancing, wearing of masks, and isolation for vulnerable persons. By signing this agreement, Participant acknowledges and assumes, on the same terms as above, the risk of infection inherent in the EVENT.

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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.