

UNCONDITIONAL WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

This Unconditional Waiver, Release, and Indemnification Agreement ("Agreement") is executed this ____ day of _____, 20____, by and between _____ ("Parent") and _____ ("Student"), and the Eagle Mountain-Saginaw Independent School District, its legal representatives, officers, members of the Board of Trustees, successors, agents, employees, volunteers and assigns (collectively, "District"). The parties agree as follows:

1. Parent and Student have requested the approval of a Student Trip to _____ from _____, 20____, to _____, 20____, ("Student Trip"). In consideration of approving the Student Trip, Parent gives full and informed consent for Parent and/or Student to participate in the Student Trip and enters into this Agreement.

To the fullest extent allowed by all applicable laws and to the extent that any claims, damages, losses, expenses, or injuries are not covered by or exceed the amount of the liability insurance carried by the District, Parent and Student hereby release the District from, and agree to indemnify and hold the District harmless against, any claims, demands, damages, cost, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of Parent, Student, or any other person or entity, arising out of or relating to the Student Trip, INCLUDING CLAIMS OR DEMANDS BASED ON THE CONDUCT OF THE DISTRICT, as well as claims based on the conduct of Parent or Student. If any action or proceeding is brought against the District by reason of such claim, Parent and Student, on notice from District, will defend the District in, from, and against the action or proceeding at Parent and Student's cost and by counsel acceptable to District. Additionally, Parent and Student also release the District from and agree to indemnify and hold the District harmless against any and all losses or damages of any kind whatsoever arising out of or relating to cancellation of the Student Trip.

2. By signing this Agreement, Parent (and Student, if Student is 18 years of age or older) hereby acknowledges, warrants, and represents:
 - (a) that he or she is of full age of consent and has ever legal right to contract in his or her own capacity and name, and if this Agreement is being given for a student, a minor child, that Parent is the natural parent, the legally court-appointed managing conservator, or the legally appointed guardian of the Student having full rights to make and execute this Agreement on behalf of that minor child;
 - (b) that he or she has carefully read and does understand this Agreement prior to its execution; and
 - (c) that he or she is executing this Agreement as his or her free act and deed for the purposes and consideration herein expressed.
3. Parent (and Student, if Student is 18 years of age or older) further understands and agrees that this Agreement shall be fully effective as of the last date of execution below and the Agreement shall apply to the entire program encompassed by the Student Trip, including from the time Parent and/or Student leaves for the Student Trip until the Parent and/or Student returns from the Student Trip.
4. This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not a mere recital.
5. It is further agreed that the execution of this release shall not constitute a waiver by the District of the defense of governmental or sovereign immunity, whether under common law or statute, or any other defense recognized by the courts of the State of Texas or any other State where any cause of action may arise. The parties to this Agreement also expressly agree that the law of the State of Texas shall apply regarding any interpretation and any application of this Agreement.

Parent/Managing Conservator, or Guardian

Date

Student

Date

Eagle Mountain Saginaw Independent School District

By: _____

Date _____