

The McLane Classic
Release and Waiver of Liability of McLane Stadium at Baylor University

In consideration of, and as a condition to, being permitted to participate in a The McLane Classic (the “Event”) of McLane Stadium (the “Stadium”), the undersigned hereby releases, waives, and holds harmless Baylor University, City of Waco, the Baylor Waco Stadium Authority, SMG, and each of their respective employees, representatives, agents, subcontractors, sponsors, licensees, lessees, affiliates, subsidiaries, officers, directors, shareholders, owners, and partners (collectively, the “Released Parties”) from all present and future claims, liabilities, obligations, damages, losses, demands, costs or expenses, including, without limitation attorney’s fees and costs (collectively, “Claims”) that may be made by the undersigned or the undersigned’s family, heirs, successors, or assigns for personal injury, death, property damage, or loss related to or arising out of the undersigned’s participation in the Event or presence on the Stadium premises, or any related activities, **whether caused by the negligence of the Released Parties or otherwise**, wherever, whenever or however the same may occur. **The undersigned agrees to indemnify and hold the Released Parties harmless from any Claims against or incurred by Released Parties due to the presence of the undersigned in or on the Stadium premises and whether caused by the negligence of the Released Parties or otherwise.**

The undersigned understands that the Stadium is an active and operating work environment, and that there may be risk of serious injury to person and property, among other risks, while participating in the Event or while on the Stadium premises. The undersigned is participating in the Event with knowledge of the risks involved and agrees to accept and assume all risks of participation, including, but not limited to, personal injury, death, property damage, or loss incidental to entering into the Stadium or onto the Stadium premises. **The undersigned consents to administration of first aid and other medical treatment in the event of injury or illness.**

Photographs, video, or other media, images, or data (collectively “Images”) may be captured on the Tour or at the Stadium for the purposes of media and public relations use by Released Parties. These Images may be published through broadcasts, print or electronic media, or other publications. The undersigned grants to the Released Parties, without any further consideration from Released Parties, the unlimited right throughout the world to use such Images in such media publications in perpetuity.

I understand that this document is intended to be as broad and as inclusive as permitted by the laws of the state in which the Stadium is located and agree that if any portion of this waiver is invalid, the remainder will continue in full legal force and effect.

Signature of Visitor
Printed Name: _____
Address: _____

Date

If the visitor is a minor, under the age of eighteen (18) years old, the visitor’s parent(s) or legal guardian(s) (collectively “Parent”) must sign below. By signing below, the Parent agrees to all of the terms set forth above on behalf of the Parent and the minor, and releases, waives, indemnifies, and holds Released Parties harmless from any and all Claims as set forth above, on behalf of both the Parent and the minor.

Signature of Parent/Legal Guardian
Printed Name: _____

Date

Signature of Parent/Legal Guardian
Printed Name: _____

Date