TEXAS STATE TECHNICAL COLLEGE SYSTEM SYSTEM OPERATING STANDARD

No. GA.4.6.2	Page 1 of 3	Effective Date: 05/01/96	
DIVISION:	General Administration		
SUBJECT:	Waiver and Indemnity Agreement		
AUTHORITY:	Executive Order		
SUBMITTED BY:	Original Signed by Cecil L. Groves		
TITLE:	Chancellor	Date: 05/01/96	
APPROVED BY:	Original Signed by Cecil L. Groves		
TITLE:	Chancellor	Date: 05/01/96	

STATUS: Proposed 05/01/96

HISTORICAL STATUS:

EXECUTIVE ORDER

Texas State Technical College allows private outside groups and organizations access to, and use of, facilities and property for non-business purposes on special worthy occasions on a limited basis. Examples include, but are not limited to: athletic facilities and buildings. The use of state property and facilities in this manner may expose the college to potential liability losses in the event of injury to an individual or damage to private property. The Waiver and Indemnity Agreement is an effort to eliminate risk to Texas State Technical College and transfer that risk to the group or organization utilizing the facility and/or property.

PERTINENT INFORMATION

Refer to GA.4.6, Use of College Facilities by External Entities and GA.4.6.1, Use of Texas State Technical College Buildings and Facilities for Events and Activities.

DELEGATION OF AUTHORITY

The Chancellor delegates to the President or his designee the authority to establish procedures to implement this System Operating Standard.

OPERATING REQUIREMENTS

Prior to the actual usage of the Texas State Technical College facility or property, the Waiver and Indemnity Agreement must be entered into by a representative of the outside group or organization and by a representative of the Administration of the college. Copies of the signed

Waiver and Indemnity Agreement will be maintained by the using group, within the Fiscal Affairs Office, and the Risk Manager's Office.

PERFORMANCE INDICATORS

Signed Waiver and Indemnity Agreements are being completed, signed, and maintained by the appropriate offices.

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COLLEGE OPERATI	NG PROCEDURE	
COLLEGE		Page 1 of
OFFICE OF		
RESPONSIBILITY:		
APPROVED BY:		
TITLE:		Date

Texas State Technical College WAIVER AND INDEMNITY AGREEMENT

(enter the full name of the organization granting waiver and indemnity) referred to as User. In consideration for being permitted to use:				
Tot the purpose of	(enter the purpose for which the property	or facilities will be used)		
negligence, by commission or any other cause, while UTSTC; (2) waives all right successors, or personal rep employees, or agents, or omission, of TSTC or its, User, User's employees, or be liable for and indemnify assigns, successors, or personal	or omission, of TSTC or its Regents, Or Jser, User's employees, or agents, or and its to sue TSTC or its Regents, Officers, presentatives, for any loss, damage, or any other person in User's charge, who Regents, Officers, faculty, employees, a agents, or any other person in User's condefend, and hold TSTC or its Regents,	fury, death, or property damage, whether due to the ficers, faculty, employees, agents, invitees, licensees, y other person in User's charge is on the property of faculty, employees, or agents or their heirs, assigns, injury to the person or property of the User, User's ether caused by the negligence, by commission or agents, invitees, licensees, or any other cause, while harge are on the property of TSTC; and (3) agrees to Officers, faculty, employees, or agents, or their heirs, claims, suits, judgments, and awards, including court scribed above.		
	ave the official capacity to bind not onlinvitees and licensees they may bring o	y themselves, but their organization, all members of nto the premises.		
of the State of Texas. Us		to be as broad and inclusive as permitted by the laws f the Agreement is held invalid, the balance of the		
		of this Waiver and Indemnity Agreement or a paid er and TSTC against loss, damage, or injury.		
property. User also agrees	that User has no right to use the above of Waiver and Indemnity Agreement and	ges that User has no right to use the above described lescribed property without agreeing to the remaining that, but for User's consent to all of these terms, User		
And	er activities occurring between the dates User acknowledges ats hereof and signs the same as an act	that User has carefully read the foregoing instrument		
Signed this	Day of	, 19		
TSTC Representative:				
	(name and title)			
User:	(full name of group or orga	unization)		
By:	(signature of User's authorized	renresentative)		
	(Signature of Oser 5 autilorized	· · · · · · · · · · · · · · · · · · ·		