

RELEASE AND INDEMNITY AGREEMENT

Pursuant to [Section 07.11.8](#), Texas Tech University System *Regents' Rules*, I have elected to pilot non-Texas Tech University System (TTUS) aircraft for use on official TTUS or Texas Tech University (TTU) business. I have read and understand [Section 07.11.8](#), Texas Tech University System *Regents' Rules*, and [Texas Tech University Operating Policy 79.14](#), which address the use of aircraft for official TTUS/TTU business, and I hereby specifically agree to comply with the provisions of these policies.

I specifically understand and agree that my choice to use non-TTUS aircraft for official TTUS/TTU business involves certain known risks including, but not limited to, loss or destruction of my property, transportation accidents, personal injuries, and death. I understand and agree that neither *TEXAS TECH UNIVERSITY* nor the *TEXAS TECH UNIVERSITY SYSTEM* (hereinafter collectively referred to as "*TEXAS TECH*") can be expected to control any of said risks.

I acknowledge and understand I will be solely financially responsible for any medical costs that may directly or indirectly result from any such transportation accident, including, but not limited to personal injury or death. I further acknowledge and understand that *TEXAS TECH* will not be liable for any indirect or consequential damages.

I hereby expressly and knowingly RELEASE TEXAS TECH UNIVERSITY AND THE TEXAS TECH UNIVERSITY SYSTEM, AND THEIR OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION I HAVE OR MAY HAVE AT ANY TIME IN THE FUTURE FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH SUSTAINED BY ME OR ANY OTHER PERSON ARISING OUT OF MY USE OF AIRCRAFT FOR OFFICIAL TTUS OR TTU BUSINESS, WHETHER CAUSED BY MY NEGLIGENCE, THE NEGLIGENCE OF TEXAS TECH UNIVERSITY OR THE TEXAS TECH UNIVERSITY SYSTEM, THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, OR THE NEGLIGENCE OF ANY OTHER PERSON.

Further, I voluntarily and knowingly agree to HOLD HARMLESS, PROTECT, AND INDEMNIFY TEXAS TECH UNIVERSITY AND THE TEXAS TECH UNIVERSITY SYSTEM, and their officers, agents, volunteers, and employees against and from any and all claims, demands, or causes of action for property damage, personal injury, or death, including defense costs and attorney's fees, arising out of my use of aircraft for official TTUS/TTU business, REGARDLESS OF WHETHER SUCH DAMAGES, INJURY, OR DEATH ARE CAUSED BY MY NEGLIGENCE, BY THE NEGLIGENCE OF TEXAS TECH UNIVERSITY OR THE TEXAS TECH UNIVERSITY SYSTEM, THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, OR BY THE NEGLIGENCE OF ANY OTHER PERSON.

TEXAS TECH shall notify me promptly in writing of any claim or action brought against it in connection with my use of aircraft for official TTUS/TTU business. Upon such notification, I (or my representative) shall promptly take over and defend any such claim or action, subject to the statutory duty of the Texas Attorney General to represent *TEXAS TECH* in litigation.

I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AND BY MY SIGNATURE, AGREE TO BE BOUND BY ITS TERMS.

Signature

Printed Name

Title

Date