

Release and Indemnity Agreement

Pursuant to the Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso) OP 79.03, I have elected to pilot non-TTUHSC system aircraft for use on official TTUHSC El Paso business. I have read and understand the TTUHSC El Paso Operating Policy 79.03, which addresses the use of aircraft for official TTUHSC El Paso 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-TTUHSC system aircraft for official TTUHSC El Paso 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 *TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO* cannot be expected to control any of said risks.

I further understand that the cost of any medical treatment that may be required as a result of any such transportation accident, personal injury, or death will be my sole financial responsibility.

I hereby expressly and knowingly **RELEASE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO, ITS 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 TTUHSC BUSINESS, WHETHER CAUSED BY MY NEGLIGENCE, THE NEGLIGENCE OF TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, ITS 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 HEALTH SCIENCES CENTER EL PASO, its 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 TTUHSC business, REGARDLESS OF WHETHER SUCH DAMAGES, INJURY, OR DEATH ARE CAUSED BY MY NEGLIGENCE, BY THE NEGLIGENCE OF TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, OR BY THE NEGLIGENCE OF ANY OTHER PERSON.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO shall notify me promptly in writing of any claim or action brought against it in connection with my use of aircraft for official TTUHSC El Paso business. Upon such notification, I (or my representative) shall promptly take over and defend any such claim or action.

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

Signature/Title

Date