

2016-2017 TEXAS 4-H YOUTH DEVELOPMENT PROGRAM

Program Name

CAMP & ENRICHMENT PROGRAM

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission for my/my child's participation in any and all activities of **Texas 4-H** (herein referred to as "camp"), which is sponsored by **Texas A&M AgriLife Extension Service and Texas 4-H Youth Development Program**, (herein referred to as "sponsor"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, The Texas A&M University System and its members, the Board of Regents for The Texas A&M University System, Texas A&M AgriLife Extension Service, Texas 4-H Youth Development Program, Texas 4-H Inc., Texas 4-H Youth Development Foundation, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to my child, myself and others involved with this activity, including but not limited to all events and activities, and I choose to voluntarily participate/allow my child to participate in said activity with full knowledge that the activity may be hazardous to me, my child and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I/my child should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, my child, other participants, and third-persons as a result of my/my child's participation in said activity, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.**
3. NO INSURANCE. I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my/my child's participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Organization may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so organization, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.
4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my/my child's participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me/my child, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment

due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. VOLUNTARY SIGNATURE. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself and my child from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me/my child that has a lower level of risk to myself and my child. I further understand this is a voluntary, extracurricular activity. While I understand alternative activities are available to me/my child that do not have the risks associated with this activity I still desire to voluntarily engage/ permit my child to engage in this activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

SIGNED this _____ day of _____, 20 _____

Participant Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

Parent or Legal Guardian Signature:
(If participant is under 18 years old) _____

Parent or Legal Guardian Printed Name:
(If participant is under 18 years old) _____

**In case of emergency, contact
at the following number** _____

If the participant has medical insurance, please indicate:

Insurance Company: _____

Policy Number: _____

Name of Primary Policy Holder: _____

Please list any special services your child may require: _____

Please Print

Name: _____ Age: _____ Church: _____

ASPENDALE BAPTIST ENCAMPMENT INC.
PARTICIPANT ASSUMPTION OF RISK, RELEASE AND AGREEMENT
APPENDIX B

****This form is intended to remind staff and participants of the seriousness of attempting adventure activities with a pre-existing medication condition. This information is to be confidential.****

Question:

Response: circle one

- | | | |
|--|-----|--------|
| 1. Any pre-existing medical conditions?
If yes, please explain: _____ | Yes | No |
| 2. Are you currently taking any prescription or non-prescription medication?
If yes, please explain: _____ | Yes | No |
| 3. Do you have a heart condition? | Yes | No |
| 4. Do you have high blood pressure? | Yes | No |
| 5. Do you have any allergies (food, bees, insects or medicines)? | Yes | No |
| 6. Do you foresee any problems participating in the upcoming Odyssey
Activity due to a lack of physical exercise back home?
If yes, please explain: _____ | Yes | No |
| 7. Do you feel any pressure or coercion from others to participate? | | Yes No |
| 8. Do you have a disability?
If yes, please indicate the functional implications and any concerns about participation related to the disability:

_____ | | Yes No |

9. Describe your current level of activity:

In case of emergency, contact _____ Phone _____
Medical Insurance (company and policy number) _____

Participant – please read and sign:

I have honestly disclosed to the staff any medical, psychological, or personal information relating to my health. I will remember that a Challenge by Choice© atmosphere exists at all times, and I should not feel pressured to participate.

Participant's Signature

Date

*****You may use the back of this form to continue your answers or additional information******

ASPENDALE BAPTIST ENCAMPMENT, INC.
PARTICIPANT ASSUMPTION OF RISK, RELEASE AND AGREEMENT
FOR HIGH RISK RECREATION ACTIVITIES

In consideration of the services of **Aspendale Baptist Encampment**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **ABE**), I hereby agree to release, indemnify and discharge **ABE** on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in "High Risk Recreation Activities" including ropes course, paint ball, go-carts, and the archery/pellet, snow tubing, entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

ABE programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in the high risk activities. **The risks include, among other things, the potential for:** slips, falls and falling; rope burns; inches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

Furthermore, **ABE** instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, they might misjudge the weather.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **ABE** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **ABE** equipment or facilities, including any such claims which allege negligent acts of omissions or **ABE**.

4. Should **ABE** or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against **ABE**, I agree to do so solely in the state of *New Mexico*, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ABE on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by **ABE** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **ABE** from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further give my permission for said minor to participate in this activity.

Parent or Guardian _____ Print Name _____ Date _____