



## WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of \_\_\_\_\_ (herein referred to as "activity"), which is sponsored by Tarleton State University (herein referred to as "sponsor"), a member of The Texas A&M University System, 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, the Board of Regents for The Texas A&M University System, 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 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. I further acknowledge that Tarleton State University and the \_\_\_\_\_ has established rules and regulations pertaining to conduct, behavior and activities of all camp participants and I/participant/minor will be responsible for knowledge of and agree to abide by all rules/regulations (rules and regulations can be found on the \_\_\_\_\_ website at \_\_\_\_\_ and accept responsibility for any consequences resulting from failure to adhere to these rules/regulations.

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this activity, and I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me 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 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, other participants, and third-persons as a result of my 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 do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Sponsor does 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 sponsor, a governmental unit of the State of Texas, 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 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, 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 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. I authorize the camp's medical personnel to administer, if necessary, any nonprescription medicine such as Tylenol, Benadryl, cold/ allergy remedy, etc. while attending camp. I (releasor/indemnitor) agree that camper/minor named above shall bring medications which camper/ minor is currently taking with him/her to the camp, if necessary, and that he/she shall be responsible for safety of said medication as well as consumption of proper dosage of medication, as well as any medications prescribed while at camp. The camper/minor will not share his/her medications with another camper, will not take medications from another camper, and will not take any medications not prescribed to/for the camper/minor. I (releasor/indemnitor) acknowledge that the camper/minor has been informed of these conditions by (parent/guardian). I further authorize qualified medical personnel to administer any prescription drugs and apply any treatment deemed necessary due to accident/illness. I further authorize the release of the participant's medical information for the purpose of treatment/medication.

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.

7. APPEARANCES / PROMOTIONAL MATERIALS. I understand that the \_\_\_\_\_ produces promotional material relating to its camps programs. I understand that I/the participant/minor may be included in photographs and videotapes taken during the camp. Therefore, without reservations or limitations, I, in my own behalf and on behalf of the minor, hereby assign, transfer and grant to the \_\_\_\_\_, Tarleton State University and The Texas A&M University System the right to photograph and/or videotape me and further to use my name, face, likeness, voice and appearance and to utilize such materials gathered during the term of the camp, and to use such material for the purpose of advertising and promoting the camp in writing or web based format. I, in my own behalf and on behalf of the minor/participant waive any right to inspect or approve copies of any promotional materials related thereto.

**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)