

# 2015-2016 Southeast District 8 County Camp

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 **District 8 4-H County Camp** (herein referred to as "camp"), which is sponsored by **District 8 Texas 4-H & Youth Development**, (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:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM**

1. EXCULPATORY CLAUSE. In consideration for receiving permission for \_\_\_\_\_'s participation in any and all activities of **District 8 4-H County Camp** (herein referred to as "camp"), which is sponsored by District 8 Texas 4-H & Youth Development, (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, the Board of Regents for The Texas A&M University System, Texas AgriLife Extension Service, Texas 4-H and Youth Development Program, Texas 4-H Youth Development Foundation, Texas A&M University, Lakeview Methodist Conference Center, 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: (1) The tendency of an animal to behave in ways that may result in injury, harm or even death to persons on or around them; (2) The unpredictability of an animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (3) Certain hazards such as surface and subsurface conditions; and (4) Collisions and contact with other animals or objects. 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.

Participant Signature \_\_\_\_\_  
Participant Printed Name \_\_\_\_\_  
Parent/Legal Guardian Signature \_\_\_\_\_  
Parent/Legal Guardian Printed Name \_\_\_\_\_

Date \_\_\_\_\_  
Participant Date of Birth \_\_\_\_\_  
Date \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_  
or \_\_\_\_\_  
or \_\_\_\_\_

Phone \_\_\_\_\_  
Phone \_\_\_\_\_  
Phone \_\_\_\_\_

If the participant has medical insurance, please indicate:  
Insurance Company \_\_\_\_\_  
Name of Primary Policy Holder \_\_\_\_\_  
Please list any special services your child may require: \_\_\_\_\_

Policy Number \_\_\_\_\_

**CONSENT TO PARTICIPATE**

I, or we, parent(s) or guardian(s) of a minor child named \_\_\_\_\_ do hereby give consent for said minor child to participate in all activities other than swimming, kayaking, sailing, canoeing or Challenge Course activities scheduled as part of the **District 8 4-H County Camp**. Activities include riflery, archery, initiative games, crafts, and environmental education. Children will be attending parties, ceremonials, and other activities during their stay.

**PLEASE CHECK AND INITIAL THE APPROPRIATE RESPONSE IN THE FOLLOWING SECTIONS:**

**Swimming, kayaking, canoeing and/or sailing activities:** I/we do further give consent for said minor child to participate in organized **swimming, kayaking, canoeing and/or sailing activities** conducted at 4-H Camp. I/we understand that said minor child shall be required to take an approved swimming skill level test and will be assigned to that portion of the swimming area which is commensurate with his or her demonstrated swimming ability. An approved swimming skill level test will also be required before said minor child can participate in canoeing, kayaking or sailing program. Participants will be required to wear Personal Floatation Devices at all times during participation in canoeing, kayaking and/or sailing activities.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Challenge Course activities:** I/we do further give consent for said minor child to participate in **organized activities on the Challenge Course**. I/we understand that said minor child will be supervised and instructed in these events by an individual who has been certified and trained to facilitate this level of programming. All participants are provided instruction on the wearing and use of safety equipment prior to participation.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Media Release:** In the event photographs, slides, or video tapes are made of said minor child, I/we consent to the **release of those photographs, slides or video tapes** for use in promoting 4-H programs.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Field Trips:** I/we do further give consent for said minor to **participate in scheduled field trips** during this program. I/we understand that only approved adult volunteers and/or staff will transport said minor off the campgrounds and will serve as a chaperone for the field trip.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Further, I/We do hereby authorize the County 4-H Camp staff to release said minor child to the following person/people at the conclusion of the activity: (please list all persons, including parents):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Further, I/We require that said minor child NOT be released to the following person/people at the conclusion of the activity:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Parent/Guardian

Date



