



Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Adults)

Participant Name (Print): _____

Organization: _____

Activity: _____
(Please describe specifically the Activity)

Activity Dates: _____

This is a Release of Liability, Indemnification and Assumption of Risk agreement. Read it carefully and sign below. Completion of this form is required before you participate in the Activity. This document cannot be altered or modified by any verbal or written statements.

Initial **Releasees:** The "Releasees" in this agreement are, The Texas State University System, Texas State University, and all regents, directors, employees, agents, and officers and volunteers of such entities.

Initial **Assumption of Risks:** To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Activity listed above (hereafter Activity). I am aware of the risks, perils and hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity and/or the acts of others. I elect to participate voluntarily and engage in the Activity knowing that the Activity may be hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in the Activity, whether or not based on the negligence or other wrongful conduct of the Releasees.

Initial **INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION , COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

_____ **Release:** In consideration for facilitating my participation in the Activity
Initial described above, I release, discharge, and agree not to sue the
Releasees for any claims, demands, actions, and causes of action of
any nature whatsoever, including without limitation any claims of
negligence, arising out of any loss or damage to my property and/or
any personal injury or death, that I may sustain, whether or not caused
by the negligence of any of the Releasees, while participating in the
Activity, whether supervised or unsupervised, or while in
transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

_____ **Intent:** I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk
Initial Agreement bind not only me, but also the members of my family and my spouse, and my
heirs, assigns, and personal representatives. I intend this as a release, discharge, and
promise not to sue the Releasees. I further agree that this Release of Liability,
Indemnification and Assumption of Risk Agreement should be construed in accordance with
the laws of the State of Texas.

_____ **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and
Initial Assumption of the Risk Agreement and understand that it is legally binding. I understand it
and sign it voluntarily as my own free act.

I certify that I am of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Participant

Date

2022-2023 TEXAS 4-H YOUTH DEVELOPMENT PROGRAM

Program Name

CAMP & ENRICHMENT PROGRAM

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

- EXCULPATORY CLAUSE.** In consideration for receiving permission to participate in any and all activities of Texas 4-H ("activity"), which is sponsored by Texas A&M AgriLife Extension Service and Texas 4-H Youth Development Program, ("sponsor"), a member of The Texas A&M University System, I hereby release, waive, 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, agents, volunteers, or employees ("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 this activity, while traveling to and from the activity, or while on the premises owned, leased, or controlled by RELEASEES, including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of RELEASEES.
- INDEMNITY CLAUSE.** I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to all events and activities, and I choose to voluntarily participate in this 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 and conduct in this activity, including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of INDEMNITEES.
- COVID-19.** I expressly acknowledge the health risks and dangers associated with the transmission of the COVID-19 virus, and other communicable diseases, and recognize that exposure to the COVID-19 virus, or other communicable diseases, could occur while my child is in the care of sponsor. As such, and as additional consideration for participation in the activity, I understand the waiver and indemnity provisions in paragraphs (1) and (2) above apply to the possibility of COVID-19 community spread. I certify that prior to leaving my child in the care of the sponsor that my child: (a) has not been diagnosed or is suspected to have COVID 19, (b) does not have any of the coronavirus symptoms listed on the CDC's Symptoms of Coronavirus page, (c) has not in the past 14 days had close contact (less than six feet) with a person who has a lab-confirmed case of COVID-19, (d) has not in the past 14 days had close (less than six feet) contact with a person who is awaiting results of a COVID-19 test because of COVID-19 symptoms or exposure, or (e) in the past 14 days has not returned from international travel or traveled through an area with state or local restrictions that mandate quarantine upon arrival home. I also certify that each time I leave my child in the care of the sponsor, I have conducted a daily assessment on my child and that he/she is not exhibiting any of the above signs or symptoms of, or exposure to, COVID-19.
- 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.
- 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.
- MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER.** I understand RELEASEES cannot be expected to control all of the risks associated with this activity 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, 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, gross negligence, statutory fault, intentional torts, or strict liability of RELEASEES.

7. **NO STRICT RULES OF CONSTRUCTION.** In the event of a dispute over the meaning or application of this agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.
8. **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. **For youth engaging in extracurricular activities:** I understand I can choose not to sign this document and free myself 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 that has a lower level of risk to me. I further understand this is a voluntary, extracurricular activity.

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

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 service your child may require: _____

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) _____

Texas 4-H Youth Development Program
HEALTH AND SAFETY STATEMENT

Check one: Youth Adult County: _____ District: _____
Event: _____ Event Dates: _____

Section I. Participant Information

First Name: _____ Date of Birth: _____ Age: _____ Gender: _____
Last Name: _____ Name of Physician: _____
Address: _____ Physician's Number: _____
City, State, Zip: _____ Date of last physical exam: _____
Phone: _____

Section II. Emergency Contact Information

Name: _____ Home Phone: _____
Address: _____ Work Phone: _____
City, State, Zip: _____ Cell Phone: _____

Section III. Health History (Check the appropriate answer and explain any YES responses.)

Have you had or do you currently have any heart problems? Dates: _____ Yes No
Do you frequently suffer from pains in your chest? _____ Yes No
(NOTE: If you have any heart related problems you will need to have a physician's release.)
Do you often feel faint or have spells of severe dizziness? _____ Yes No
Has a doctor ever told you that you might have high blood pressure? _____ Yes No
Are you a smoker? _____ Yes No
Do you have arthritis, joint, or back problems that can be aggravated by exercise? _____ Yes No
Have you had any operations or serious injuries? Dates: _____ Yes No
Do you have any chronic recurring illness or communicable diseases? _____ Yes No
Are there any activities to be limited/discouraged by a physician's advice? _____ Yes No
Are you allergic to any medications, food or food ingredients, insects, or pollens? _____ Yes No
Do you have Epilepsy? _____ Yes No
Do you have Diabetes? _____ Yes No
Do you have any prescribed meal plan or dietary restrictions? _____ Yes No
Any other health related information for 4-H personnel to be aware of? _____ Yes No

Section IV: Medications (ALL medications must be in ORIGINAL container with ORIGINAL LABEL.)

Are there prescribed or over-the-counter medications currently being taken? Describe. _____ Yes No

Section V. Insurance Information – Please provide a copy of your insurance card.

Do you carry family medical/hospital insurance? _____ Yes No
Carrier: _____ Policy Number: _____

Section VI. Release of Participant (If minor)

I/We do hereby authorize the release of said minor child to the following person/people at the conclusion:
(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:

Section VII. Health and Safety Statement Certification

By signing below, I certify that my answers and statements are true and complete to the best of my knowledge and belief. I understand this information is confidential and is to be used only by AgriLife Extension Staff or designated Volunteers for health and safety reasons. I hereby consent to the use of this information for such purposes.

Participant OR Parent/Guardian Name (if participant is under the age of 18): _____

Parent/Guardian Signature: _____ Date: _____