

2022-2023 D6 4-H Senior Leader Lab

@

Sul Ross in Alpine, Texas

Name: _____

County: _____

- ☐ **Code Of Conduct**
- ☐ **Consequences of Misbehavior**
- ☐ **Waiver**
- ☐ **HSS**
- ☐ **ADM**
- ☐ **OTC**
- ☐ **SAP**
- ☐ **Sul Ross Waiver (Youths Only)**
- ☐ **Sul Ross Waiver (Adults Only)**

Texas 4-H Youth Development 2021-2022 Code of Conduct

During my 4-H involvement...

1. I am expected to attend all sessions that are part of the planned program for all activities. I will inform staff if I am not feeling well or have a schedule conflict.
2. I will dress appropriately to the occasion and adhere to any attire requirements stipulated for the event/activity I am attending. 4-H members should be courteous and clean and possess good manners.
3. Language must be controlled and appropriate for a 4-H member — I will not use language that is socially offensive.
4. Except for planned tours and outings, I will not leave an activity facility any time without permission of the chaperone and/or staff responsible for the event/activity.
5. I will not smoke, use tobacco products and/or e-cigarettes or be in possession of such products.
6. I will not be in possession of, use alcohol or drugs (except those directed by a doctor), or be associated with or remain in the presence of others when they are being used.
7. I will not be in possession of, use, or threaten another person with a weapon, bodily force or language.
8. I will respect the rights of privacy of those attending an activity and those with whom I may be rooming.
9. I will observe hours established by the staff and be in my room. No boys in girls' rooms, no girls in boys' rooms.
10. I will avoid unnecessary roughness to room furnishings, furniture, equipment, etc. Towels, ashtrays, etc., are not to be taken as souvenirs. Occupants of a room or conveyance are financially responsible for any damage or results of misconduct.
11. I will use my social media platforms in a positive manner to reflect the values of the Texas 4-H program.
12. As a leader, I understand that there are more responsibilities and greater expectations as I serve as a role model to others within the program.
13. Any participant at an official 4-H activity who observes a breach of the code of conduct has the responsibility and obligation to report the misbehavior to appropriate chaperones.

Date

Member Signature

Date

Parent/Guardian Signature

The members of Texas A&M AgriLife will provide equal opportunities in programs and activities, education, and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

Texas 4-H Youth Development Consequences of Misbehavior

Violators May Expect:

To have the opportunity to explain actions to the professional Extension employee in charge of program.

Behavior that is disruptive of the Texas 4-H Program and/or unbecoming of a youth's role as a member and/or leader within the program will be documented and a letter describing such will be sent to the District 4-H Leadership Team (District 4-H Specialist and District Extension Administrator), County Extension Agent(s) and parents/guardians of those involved. Examples of offenses are as listed below, but not limited to:

Minor Offenses

1. *Habitually late to program activities*
2. *Not in room at designated time*
3. *Not possessing good manners or use threatening, obscene, or sexual harassing language toward others*
4. *Not respecting the rights and privacy of those rooming with or attending an activity*
5. *Lying or untruthfulness to chaperones, leaders, event organizers or others in attendance*

Intermediate Offenses

1. *Inappropriate visitation*
2. *Leaving a 4-H activity without the permission of staff member(s) in charge*
3. *Intentional damage to meeting site, sleeping quarters, person, or other person's property*
4. *Bullying*

Major Offenses

1. *Smoking or using tobacco products*
2. *The use of alcohol or drugs*
3. *Carrying an unauthorized weapon*
4. *Threatening another person with a weapon or causing bodily harm*
5. *Cheating*
6. *Sexual activities or harassment*
7. *Theft of any kind*
8. *Acting in a manner considered by 4-H leadership to be harmful or potentially harmful to the health or well-being of themselves or others, whether such act occurred within, or outside of the 4-H program.*
9. *Violation of the law*
10. *Violation of livestock ethics policy.*

Consequences

- For every offense 4-H member will receive a verbal reprimand.
- For every offense, the violator shall write letters of apology to the appropriate people.

Major Offenses

- Automatic removal from event/activity and/or sending a participant home at the parent's/guardian's expense.
- One major offense during any 4-H year may lead to suspension of membership in all Texas 4-H Youth Development programs for the remainder of the 4-H year, along with the possibilities of facing criminal charges, pending offense.
- 4-H member may be asked to resign from all 4-H offices and/or leadership roles held as well as be required to give up monetary awards or scholarships from the Texas 4-H program.
- May lead to termination of 4-H membership.
- May result in notification of incident to legal authorities.
- May result in disqualification of all validated projects.

Intermediate Offenses

- One or two violations is grounds for removal from the event/activity and/or sending a participant home at the parent's/guardian's expense.
- Three violations during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year.
- 4-H member may be asked to resign from all 4-H offices and/or leadership roles held as well as be required to give up monetary awards or scholarships from the Texas 4-H program.

Minor Offenses

- Consistent discipline problems requiring more than two reprimands is grounds for sending a 4-H member home at the parent's/guardian's expense.
- Habitual discipline problems requiring more than four reprimands during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year.
- 4-H member may be asked to resign from all 4-H offices and/or leadership roles held as well as be required to give up monetary awards or scholarships from the Texas 4-H program.

Course Of Action

Extension employees responsible for 4-H program and events/activities are encouraged to communicate to 4-H participants and adult chaperones prior to participation in a 4-H event/activity/leadership role a standard of acceptable behavior, via the Consequences of Misbehavior and Code of Conduct. Standards of behavior and consequences should be reviewed with participants as part of the initial orientation.

1. Extension employee obtains all the relevant facts.
2. Brief the on-site adult responsible for the youth delegate (Extension employee or 4-H volunteer).
3. If not on-site, but available via phone, brief the county Extension employee and District Extension Administrator responsible.
4. Review Consequences of Misbehavior. The following steps should be taken when sending a 4-H member home:
 - Extension personnel/event manager contacts parents.
 - Advise parents that child is being sent home by safest, most direct means, and that parents are responsible for associated costs.
 - Extension personnel/event manager decides if parents should be given the option of picking up the child.
 - County Extension faculty member collects money from parent to pay transportation charges.
 - Follow-up correspondence from Extension employee/event manager to appropriate county agent, District 4-H Leadership Team (District 4-H Specialist and District Extension Administrator), child and parent for documentation.
5. For all reprimands, a Summary Letter and Accident/Incident Report Form will be completed and mailed to the 4-H member, parent, County Extension Agents, District Extension Administrator, County Extension Directors (if applicable), 4-H Specialist, and Texas 4-H Youth Program Director.

I have read the Texas 4-H Consequences of Misbehavior and understand what violators may expect. I agree with the Code of Conduct and do intend to abide by it throughout my 4-H activities.

4-H Member Signature

County

District

Date

As the parent or guardian of _____, I have read the commitment and do support all points. I give permission to the professional Extension faculty in charge to carry out the Code of Conduct as described including inspection of rooms.

Parent/Guardian Signature

Date

2022-2023 TEXAS 4-H YOUTH DEVELOPMENT PROGRAM

D6 4-H Senior Leader Lab

CAMP & ENRICHMENT PROGRAM

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. **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.**
2. **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.**
3. **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.
4. **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.
5. **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.
6. **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.**

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: _____

As a parent or guardian of the child named above I understand that the information requested on this form is intended to help inform staff of any pre-existing medical conditions. You as the parent or guardian, are accountable for providing an accurate medical history. If your child has a pre-existing medical condition, participation in any strenuous activities or recreational time may not be recommended. Final determination about whether or not the child named above should participate in any activities is the responsibility of you and your child's physician. I understand and acknowledge that my failure to disclose relevant information may result in harm to my child and/or others during this camp/program. By signing my name I represent and warrant that I have provided all relevant information regarding pre-existing medical conditions and that it is accurate and complete. I agree to notify the organizers of the camp/program for which my child is participating in of any changes in my child's medical conditions prior to or during the camp/program.

Parent/Guardian Signature: _____ Date: _____

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: _____

Participant: _____ Food Allergy (if applicable): _____ Medication (*Listed Below*)

All medication to be administered must comply with the following guidelines:

1. **All medication, including over-the-counter, must be in the original container.** All prescription medication must be in the participant's name. Sharing of prescription medication is not allowed. Inhalers must be accompanied by the prescription label.
2. All medication must be accompanied by this dated medication authorization form signed by the parent / legal guardian.
3. Please include instructions for over the counter medications.
4. **All medication, including over-the-counter, will be given ONLY as directed on the label.**
5. If there has been a change in the dosage, please send a note from the participant's doctor reflecting the change.

List all medications your child will be taking. **Prescriptions will be given as directed on the label.**

Medication	Dosage	Time to be given	Special instructions	Staff use only, please do not write here.						

By signing below, I certify that the information is true and complete. 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.

Parent/Guardian Name _____

Parent/Guardian Signature _____ Date _____

Parent Guardian Authorization, Waiver, & Consent for Over-the-Counter Medication

Over-the-Counter (OTC) Medication may at times need to be administered, if approval is indicated by the youth's parent or guardian. Please complete the following section to save time if your child needs any of these OTC medications during her/his stay. Note: Unless we have parental authorization, we cannot administer ANY medications.

Participant Name _____
 Date of Birth _____ Age _____ County _____ District _____
 Name of Event Attending _____ Event Date(s) _____

Please check the OTC medications that may be administered while your child is attending the event, if needed.

<input type="checkbox"/>	Ointments for minor wound care, first aid (Antiseptic, anti-itch, anti-sting, antibiotic, sunburn) as directed.	<input type="checkbox"/>	Milk of Magnesia, Pepto Bismol, or Mylanta for upset stomach or nausea as directed.
<input type="checkbox"/>	Tylenol/Acetaminophen as directed	<input type="checkbox"/>	Calamine lotion for bug bites and poison ivy
<input type="checkbox"/>	Ibuprofen as directed	<input type="checkbox"/>	Micatin or anti-fungus treatment as directed for athlete's foot
<input type="checkbox"/>	Kaopectate or Imodium for diarrhea as directed	<input type="checkbox"/>	Visine or other eye drops for minor eye irritation
<input type="checkbox"/>	Rolaids or Tums for acid reflux, heartburn, or indigestion as directed	<input type="checkbox"/>	Actifed or Sudafed as directed for nasal congestion or allergy relief as directed
<input type="checkbox"/>	Benadryl for swelling, hives, allergic reaction, as directed	<input type="checkbox"/>	Throat lozenges and/or spray as directed for sore throat
<input type="checkbox"/>	Medicated powder for skin irritation as directed	<input type="checkbox"/>	Swimmer's ear drops as directed
<input type="checkbox"/>	Hydrocortisone ointment as directed for mild skin irritations, poison ivy, and insect bites	<input type="checkbox"/>	Bug repellent
<input type="checkbox"/>	Robitussin or other cough syrup as directed	<input type="checkbox"/>	Sunscreen
<input type="checkbox"/>	Other (list any other approved OTC drugs): _____		

Program staff reserve the right to use generic equivalents when available for the name brand over-the-counter medications listed above. I understand that such administration will not be done under the supervision of medical personnel. I also agree that any first aid treatment may be given as needed. I understand that these over-the-counter medications are not necessarily kept on hand and available to be administered immediately.

Any condition which is associated with fever, significant inflammation, and/or does not respond to the above outlined treatment will be followed-up by a consultation with the student's parents. Parent/guardian will be contacted if any conditions develop requiring treatment with any of the above over-the-counter medications that are not checked.

I authorize the administration of over-the-counter medications to my child as indicated above. I shall indemnify and hold harmless for any all purposes program staff, The Texas A&M University System, the Board of Regents for the Texas A&M University System, Texas A&M University, Texas A&M AgriLife Extension, the Texas 4-H Youth Development Program and their members, officers, servants, agents, volunteers, or employees (RELEASEES) against any claims that may arise relating to my child being administered the above indicated over-the-counter medications **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, intentional torts, or strict liability of RELEASEES.**

I/We have legal authority to consent to medical treatment for the participant named above, including the administration of medication at the program hosted by/at Texas A&M AgriLife Extension.

Parent/Guardian Name _____
 Parent/Guardian Signature _____ Date _____

Parent Guardian Authorization, Waiver, & Consent for Self-Administration of Prescription Medication – Participants 15 years of age or older

This portion of the form must be completed fully in order for participants to self-administer required medication. This form must be completed for each camp/program attended by the youth, for all medications, and each time there is a change in dosage or time of administration of a medication. Program Managers reserve the discretion to use this form.

Participant Name _____
 Date of Birth _____ Age _____ County _____ District _____
 Name of Event Attending _____ Event Date(s) _____

- ☐ No, my child does not need to take any prescription medication while at the program.
☐ Yes, my child will need to take prescription medication while at the program.

All prescription medications, including medications for conditions such as food, drug or insect allergies, diabetes; asthma; or epilepsy may be brought to the program under the condition that the participant can self-manage care and delivery of medication with written authorization to do so at program by a parent/legal guardian. Prescription medication must be in its original container labeled by the pharmacist or prescriber. Label must include the name, address and phone number for pharmacist or prescriber. Containers must hold only the amount required for the time the youth will be attending the program.

Medication Name: _____ Dose: _____
 Specific Directions (i.e. on empty stomach, with water, etc.) _____

Time/Frequency of administration: _____

Relevant side effects: _____

Special Storage Requirements (if any): _____

Is the participant capable of self-managed care? ☐ Yes ☐ No

Prescribing Physician: _____

Telephone of Physician: _____

I authorize and recommend self-medication by my child for the above medication. I also affirm that s/he has been instructed in the proper self-administration of the prescribed medication(s) by her/his attending physician. I agree to indemnify and 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 A&M University, Texas A&M AgriLife Extension, the Texas 4-H Youth Development Program and their members, officers, servants, agents, volunteers, or employees against any claims that may arise relating to my child's self-administration of prescribed medication(s) **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, intentional torts, or strict liability of RELEASEES.**

Parent/Guardian Name _____

Parent/Guardian Signature _____ Date _____

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

Name of **Minor** (Print): _____

Name of Parent/Guardian (Print): _____

Relationship to Minor (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 the above-named Minor participates 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 Board of Regents, The Texas State University System, Sul Ross 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, the above-named Minor is in good health and has no physical limitations that would preclude or impede the above-named Minor's participation in the e 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 voluntarily elect to allow the above-named Minor to participate and engage in the Activity knowing that the Activity may be hazardous to my property, the above-named Minor's property and the above-named Minor. 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 or the above-named Minor may sustain as a result of being engaged in the Activity, whether or not based on the negligence or other wrongful conduct of any of the Releasees.

Initial **INDEMNIFICATION: I ALSO 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 THE ABOVE-NAMED MINOR'S 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 THE ABOVE-NAMED MINOR'S INJURIES OR DEATH, AND/OR THE ABOVE-NAMED MINOR INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

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

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.

Initial **Release:** In consideration for facilitating the above-named Minor's participation in the Activity I, individually and as the parent/guardian of the above-named Minor, release, discharge, and agree not to sue any of the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including without any limitation any claims of negligence, arising out of any loss or damage to my or the above-named Minor's property and/or any personal injury or death, that the above-named Minor 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.

Initial **Intent:** I intend that this Release of Liability, Indemnification and Assumption of the Risk 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 the Risk Agreement should be construed in accordance with the laws of the State of Texas.

Initial **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of 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 the parent and/or legal guardian of _____ (name of Minor), of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Legal Parent/Guardian

Date

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

Initial **Release:** In consideration for facilitating my participation in the Activity 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.

Initial **Intent:** I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk 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.

Initial **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and 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