



Waiver, Indemnification, and Medical Treatment Authorization Form
Camps and Programs for Minors

1. EXCULPATORY CLAUSE

In consideration for receiving permission for my/my child's participation in any and all activities of (camp name and date)

_____ (herein referred to as "camp"), which is sponsored by **TEXAS A&M AgriLife**, (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 A&M University, 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 normal 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(s) 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 a 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. Medical providers are authorized to disclose protected health information to the adult in charge, camp medical staff, camp management, and/or any physician or health care provider involved in providing medical care to the participant. Protected Health Information/Confidential Health Information (PHI/CHI) under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §§160.103, 164.501, etc. seq., as amended from time to time, includes examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant's parents or guardian, and/or determination of the participant's ability to continue in the program activities.

I have carefully considered the risk involved and give consent for myself and/or my child to participate in these activities. I approve the sharing of the information on this form with volunteers and staff who need to know of medical situations that might require special consideration for the safe conducting of activities.

I release Texas A&M AgriLife, activity coordinators, and all employees, volunteers, related parties, or other organizations associated with the activity from any and all claims or liability arising out of this participation.

6. TALENT RELEASE AGREEMENT

I hereby assign and grant to Texas A&M AgriLife the right and permission to use and publish the photographs/film/videotapes/electronic representations and/or sound recordings made of me or my child at all AgriLife activities, and I hereby release Texas A&M AgriLife, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with the activity from any and all liability from such use and publication.

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, and/or distribution of said photographs/film/videotapes/electronic representations and/or sound recordings without limitation at the discretion of Texas A&M AgriLife, and I specifically waive any right to any compensation I may have for any of the foregoing.

Yes No

7. 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.

I understand that, if any information I/we have provided is found to be inaccurate, it may limit and/or eliminate the opportunity for participation in any event or activity. Signing this document involves the waiver of valuable legal rights. Consult your attorney before signing this document.

Signed this _____ day of _____, 20_____

Participant's Name: _____ Participant's Date of Birth: _____

Address: _____

City, State, Zip: _____ Phone Number: _____

Participant's Signature: _____ Date: _____

Parent or Legal Guardian's Signature: _____ Date: _____

Second Parent or Legal Guardian's Signature: _____ Date: _____

In case of an emergency, contact: _____ at the following phone #: _____

If the participant has medical insurance, please indicate:

Insurance Company: _____

Policy Number: _____

Name of Primary Policy Holder: _____

Special Arrangements or Medical Conditions

If your child will require any special arrangements to fully benefit/participate from camp programs, or if your child has a medical condition that might place his/her health at risk during the camp, please contact:

Dr. Jill Martz	979-845-5411	jill.martz@ag.tamu.edu
<i>Name</i>	<i>Phone</i>	<i>Email</i>

Permission to Dispense Medications

The Texas A&M AgriLife camp designated personnel will not dispense non-prescription (Advil, etc.) or prescription medication (antibiotics, insulin, inhalers, etc.) to the above named participant until the following information has been completed by a parent or guardian. I understand it is the parent's/guardian's responsibility to give the medication directly to the camp director or designated staff member in individual dosage containers, original prescription containers, or envelopes clearly labeled with dosage instructions on the first day of camp. In all cases, the recommended dosage of any over-the-counter medication will be adhered to according to the manufacturer's instructions and the recommended dosage of any prescription medication will be adhered to according to the following instructions:

I _____, the parent/guardian of _____
give permission to the staff of the Texas A&M AgriLife previously identified to my child:

_____	_____	_____
<i>Prescription Medication</i>	<i>Dosage</i>	<i>Dispensing Time</i>

_____ *Special Storage Instructions* _____

_____	_____	_____
<i>Prescription Medication</i>	<i>Dosage</i>	<i>Dispensing Time</i>

_____ *Special Storage Instructions* _____

Non-Prescription Medications

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Ibuprofen (Advil)	Other non-prescription medicine that can be administered: _____ _____ _____ _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Acetaminophen (Tylenol)	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Antacids/Anti-Nausea (Maalox)	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Throat/Cough Lozenges	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Allergies (Benadryl)	

My child may possess and self-administer the following medicine:

_____,
and I affirm that my child understands and agrees that he/she will use the medication only according to dosage instructions, and will not share or otherwise provide medication to any other person while at camp, and failure to do so is a violation of camp rules that will result in disciplinary action, up to and including removal from camp.

I hereby release Texas A&M AgriLife, its Board of Regents, officers, employees, and representatives from any and all liability in any way resulting or arising from the administering of the above medications, including injuries caused as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of releases.

Signature of Parent or Guardian _____ *Date*