

2019-2020 TEXAS 4-H YOUTH DEVELOPMENT PROGRAM

Program Name

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. 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 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.**

6. **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.
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. **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: _____

Primary Policy Holder Relationship to Participant: _____

Participants Primary Care Physician: _____

Participants Primary Care Physician Phone: _____

GENERAL HEALTH INFORMATION

**My child's allergies, physical or medical conditions, and current
medication(s) are as follows:** _____

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: _____

Carolina Creek Christian Camps

Participation Agreement & Waiver

Name of Camp Participant _____

_____ I am above the age of 18 and am signing this agreement as the camp participant.

_____ I, _____, am the parent/legal guardian of the camp participant, a minor. I hereby acknowledge that said minor is presently under my care, custody, and control. I hereby give my child my permission to attend Carolina Creek Christian Camps.

Furthermore, I consent to give my child permission to participate in all activities including, but not limited to, climbing, low rope elements, high rope elements, swimming, boating, diving, tubing, water-zip, water toys, water park, the pillow, other water activities, kayaking, canoeing, archery and riflery, fishing, volleyball, basketball, zip lining, and all indoor and outdoor events and activities. I understand all activities are optional and that my child or I have voluntarily applied to participate in the events and activities of the Camp. I understand the foregoing activities and all other events, hazards or exposures connected with the Camp and the indoor and/or outdoor activities, involve risk of harm and that accidents or illness can occur in places without medical facilities, physicians, or surgeons. **I am aware of the risks and damages inherent with those activities and I knowingly and willingly assume the risk of injury.**

Medical Information

Participant Name: _____

Group/Session Name: _____

Mailing Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Phone: _____

Person to notify in case of an emergency: _____

Phone number(s) of emergency contact person: _____

Name of doctor and phone number: _____

General Health Information: Do you currently have any of the following?

1. Recent serious injury: Y ☐ N ☐ _____

2. Recent surgery: Y ☐ N ☐ _____

3. Allergies to medications: Y ☐ N ☐ _____

4. Food Allergies: Y ☐ N ☐ _____

5. Asthma: Y ☐ N ☐ _____

If yes to any of the above, please describe: _____

7. Do you take any medications regularly? Y ☐ N ☐ If so please list here: _____

(All medications must be in originally labeled containers)

8. If yes, will you have these with you? Y ☐ N ☐ _____

9. Your camper must have received all vaccinations required to enter school in the state of Texas in order to attend camp.

Has your camper received all of these required vaccinations? Y ☐ N ☐

10. Date of last Tetanus Shot _____

11. Add any other necessary medical information: _____

(Attach separate sheet if needed)

12. I give permission for my camper to receive age appropriate over the counter medication. Y ☐ N ☐

Insurance Information:

1. Medical Insurance Company: _____

2. Plan or Group Number: _____

3. Insured Name: _____

4. Insured I.D. # or Member #: _____

5. Insurance Company Phone Number: _____

6. Insurance Company Address: _____

* You may copy both sides of your insurance card and attach it if it includes all of the above information.

Authorization for Emergency Medical Treatment

I have listed above my or my child's physical conditions or medical problems that may need attention and all medications regularly used by myself or said minor. I understand failure to disclose medical information/condition may result in dismissal from Carolina Creek Christian Camps. In case of the illness of myself or my child, Carolina Creek Christian Camps will try to notify whoever is listed as the emergency contact person. In the event there arises a medical emergency concerning myself or my child, at a time where the emergency contact cannot be notified, I authorize Carolina Creek Christian Camp to consent to any necessary X-ray examination, anesthetic, medical or surgical diagnosis or treatment, or hospital care. **I hereby consent and give my permission to the Carolina Creek Christian Camps staff or any attending physician to make such decisions and to perform such medical treatments and/or surgery upon myself or my child that may, in their sole discretion, be necessary and proper under the circumstances.**

General Release and Waiver of Liability

I DO RELEASE, ACQUIT, DISCHARGE, AND COVENANT TO HOLD HARMLESS CAROLINA CREEK CHRISTIAN CAMP STAFF, PERSONNEL, OR ANY OF ITS REPRESENTATIVES FROM ANY ACTIONS, DAMAGES, OR LIABILITIES ARISING OUT OF ANY INJURIES OR PROPERTY DAMAGE SUSTAINED DURING THE PARTICIPATION IN THE CAMP AND/OR RESULTING FROM THE TREATMENT OF ANY ILLNESS, SICKNESS, OR ACCIDENT, INCURRED BY MYSELF OR MY CHILD DURING HIS/HER STAY AT CAROLINA CREEK CHRISTIAN CAMP, EVEN IF SUCH INJURIES OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR RECKLESSNESS) OF CAROLINA CREEK CHRISTIAN CAMP, ITS OFFICERS, AGENTS, EMPLOYEES OR PARTICIPANTS.

In consideration for being permitted to attend Carolina Creek Christian Camp and participate in the activities conducted by the Camp, I, on behalf of myself, my child, my legal representatives, heirs and assigns, *do hereby release, waive, and forever discharge Carolina Creek Christian Camps and its officers, employees, volunteers, and agents, of and from any and all loss, damage, claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident that may occur as a result of my or my child's participation in the camp activities or any activities in connection with the Carolina Creek Christian Camps, whether or caused in whole or in part by the negligence (but not gross negligence or recklessness) of Carolina Creek Christian Camps, its officers, agents, employees or participants.*

Miscellaneous Provisions

I, personally, and on behalf of my child (if child is the camp participant), hereby give Carolina Creek Christian Camps permission to use my and/or my child's name, photograph, quotations and likeness in any advertisements or promotions performed in connection with the camp and agree that neither I nor my child shall be entitled to any compensation for such use.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Carolina Creek Christian Camps is authorized to provide or obtain medical care for me or the child, as it deems appropriate, and to exchange medical information with third party care givers.

To the extent a claim asserted against a Released Party by a camper or other visitor or Parent shall be brought exclusively in Walker County, Texas, and the laws applicable thereto shall be those of the State of Texas, not including those laws which may apply the laws of another jurisdiction.

This Agreement may be amended only by a written instrument, signed by the parties hereto.

This Agreement is intended to be binding upon my, and the child's, heirs, estates, executors, guardians, administrators, legal representatives and assigns.

X _____

Adult Participant or Parent/Guardian Signature

Printed Name and Address of Signatory:

Date: **X** _____