

2019 Earth-Kind® Kids' Kamp

**Texas A&M AgriLife Extension Service, Fort Bend County &
The Fort Bend County Master Gardeners**

Name of Child: _____
Only 1 Child per this document

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 (herein referred to as "activity"), which is sponsored by **Texas A&M AgriLife Extension Service, Fort Bend County & Fort Bend County Master Gardeners, Inc.**, (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 4-H Youth Development Program, Texas 4-H Youth Development Foundation, 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, slip and falling, trip and falling, insect bites and stings, allergies, 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. 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 or _____ NO

7. SIGNATURE. In signing this agreement, I acknowledge and represent that I have read it, understand it, and sign it 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.

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

SIGNED this _____ day of _____, 20 _____

Child's Printed Name: _____

Child's Date of Birth: _____

Parent or Legal Guardian Signature: _____

Parent or Legal Guardian Printed Name: _____

In case of emergency, contact _____
at the following number _____

If the child's Parent or Legal Guardian has medical insurance, please indicate:
Insurance Company: _____
Policy Number: _____
Name of Primary Policy Holder: _____
Please list any special services your child may require: _____

Special Arrangements: If your child will require any special accommodations to fully benefit/participate in this program, or have questions about the physical access provided, please contact the program organizer:

Dr. Jill Martz, Extension Youth Specialist 979-845-5411 or 979-845-5964 jill.martz@ag.tamu.edu

Medical Conditions: We will be serving food and snacks throughout the week. Please list any food allergies your child may have or any other medical conditions that might place his/her health at risk during the program Please print and if none, note accordingly

Permission to Dispense Prescription Medications: (complete only if applicable to your child)

The Texas A&M AgriLife/ Earth-Kind® Kids Kamp designated personnel will not dispense non-prescription (Advil, etc.) or prescription medication (antibiotics, insulin, inhalers, etc.) to the above-named child until the following information has been completed by a parent or guardian. It is the parent's/guardian's responsibility to give the medication directly to the program director or designated staff member in individual dosage containers, original prescription containers, or envelopes clearly labeled with dosage instructions. 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.

Print:

I, _____, on (date) _____ as parent/guardian of _____ give permission to the designated staff of the Texas A&M AgriLife/Earth-Kind® Kids Kamp previously identified to my child to dispense prescription medications as described below:

1.

<i>Prescription Medication</i>	<i>Dosage</i>	<i>Dispensing Time</i>
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Special Storage Instructions

2.

<i>Prescription Medication</i>	<i>Dosage</i>	<i>Dispensing Time</i>
<i>Special Storage Instructions</i>		

3.

<i>Prescription Medication</i>	<i>Dosage</i>	<i>Dispensing Time</i>
<i>Special Storage Instructions</i>		

Self-Administered Medication (complete only if applicable to your child)

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 this event, and failure to do so is a violation of program rules that will result in disciplinary action up to and including the contact of the Parent/Guardian to remove the child from the event.

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.

<i>Signature of Parent or Guardian</i>	<i>Date</i>
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Printed Name of Parent or Guardian

Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. Persons with disabilities who require auxiliary aids or services are required to contact Texas A&M AgriLife Extension Service at 281.342.3034 five working days prior to the event. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating