Wondershare PDFelement

THE TEXAS A&M UNIVERSITY SYSTEM

AGREEMENT FOR WAIVER, INDEMNIFICATION, ASSUMPTION OF RISK AND MEDICAL TREATMENT AUTHORIZATION

I, _____, age ____, desire to participate voluntarily in all activities of the ("Activity"), which is sponsored or conducted by or under the auspices of ***The Gardens at Texas A&M & The Junior Master Gardener Program*** ("Sponsor"), a member of The Texas A&M University System. I am fully aware that there are inherent risks to myself and others involved with the Activity, including but not limited to illness, including the COVID-19 virus, its variants and other mutations , injury (including death), and loss of personal property, and I choose to voluntarily participate in the Activity and do voluntarily assume the above mentioned risks as to myself and my property, and to the person and property of others. I acknowledge that the Activity may be physically strenuous. I know of no medical reason why I should not participate.

HOLD HARMLESS, INDEMNITY AND RELEASE:

For myself, my heirs, personal representatives or assigns, I do hereby release, waive, covenant not to sue, indemnify and agree to hold harmless for any and all purposes the 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" and/or "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 the Activity, while traveling to and from the Activity, or while on the premises owned, leased, or controlled by RELEASEES/INDEMNITEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES/INDEMNITEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

NO INSURANCE:

I understand that RELEASEES/INDEMNITEES do not maintain any insurance policy covering any circumstance arising from my participation in the 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 the Activity so it seeks a waiver of claims as additional consideration for my right to participate such that 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.

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MEDICAL AUTHORIZATION, INDEMNITY AND WAIVER:

I understand RELEASEES/INDEMNITEES cannot be expected to anticipate or control all of the risks associated with the Activity and RELEASEES/INDEMNITEES may need to respond to illnesses, accidents, injuries, and potential emergency situations. Therefore, **I hereby give my consent for any medical treatment, rescue or evacuation services that may be required** (as determined by Sponsor staff, medics, emergency personnel, or other medical professionals) during my participation in the Activity with the understanding that the cost of any such treatment will be my responsibility. **I, for myself, my heirs, personal representatives or assigns**, agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. **I, for myself, my heirs, personal representatives or assigns**, 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, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

VOLUNTARY SIGNATURE AND BINDING OF HEIRS AND ASSIGNS:

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 students 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 activity and that not participating in this activity will in no way hinder my ability to obtain a degree from member institutions of The Texas A&M System. **For students going on field trips, foreign travel or other class-related activities:** I understand participation in this class/fieldtrip/activity is not mandatory and I will not be penalized for failing to participate in this activity because an alternative activity exists for which I can receive like credit. While I understand alternative activities are available to me that do not have the risks associated with the Activity I still desire to voluntarily engage in the Activity.

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.

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WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS. Should you have any questions about these rights and the ramifications of signing this document you should consult an attorney.

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)

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Participants Name:	
Address:	
Phone:	
UIN or Driver's License#	
Student ☐ **Fac/Staff** ☐ **Dependent** ☐ **General Public** ☐	
Participant Emergency Contact Information	
Emergency Contact Name:	
Address:	
Phone:	
Alternate Phone:	
Relationship to Participant:	