

Memorial Student Center-Texas A&M University
WAIVER AND INDEMNIFICATION AGREEMENT & MEDICAL CARE AUTHORIZATION
EFFECTIVE DATES: September 1, 2006 – August 31, 2007

THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY AND COMPLETE ALL INFORMATION.

I, _____, understand and agree that the officially sponsored activities of Texas A&M University (TAMU) and the Texas A&M University Memorial Student Center (MSC) of which I am or plan to be a participant involve certain risks and that regardless of the precautions taken by TAMU and the MSC, some bodily injuries may occur. Specific risks/hazards include, but are not limited to, transportation accidents while traveling to and from activity, personal and physical injuries, medical problems such as illness, allergies, etc. and loss or destruction of property. The likelihood of such incidents may be lessened by adhering to the safety rules or procedures for each activity.

1. In consideration of my participation in MSC activities during the year designated above, I **expressly, knowingly, and voluntarily** agree to **release, waive, discharge, covenant not to sue, and agree to hold harmless** the MSC, TAMU, the TAMU System and its Board of Regents, and their representatives, officers, advisors, volunteers, students, agents and employees (herein referred to as RELEASEES), against and from **any and all claims, demands, or causes of action for property damage, personal injury, or death**, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by REALEASEES, including travel to and from activities, **including injuries sustained as a result of the negligence of RELEASEES.** I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity I understand this release does not apply to injuries caused by intentional or grossly negligent conduct on the part of Releasees.

2. In addition, I understand and agree the MSC cannot be expected to control all of the risks articulated in this form but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless RELEASEES for any costs incurred to treat me, even if a RELEASEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. **Neither the university nor the MSC** carry medical or accident insurance for the activities mentioned unless the participants are informed otherwise. As such, participants should review their personal insurance portfolio.

3. It is my express intent that this Release shall bind the members of my family, if I am alive, and heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the state of Texas.

I grant permission to the MSC Staff to determine when and if the release of this information is necessary for my own safety and well being.

I have read and understand the agreement and have willingly signed for the consideration expressed and with a full understanding of its purpose; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. My signature evidences my intent to be bound by its terms. Participant represents that he/she is eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that his/her legal guardian is also signing.

Signed this _____ day of _____, 20____ TAMU ID#: _____

Printed Name: _____ Participant Signature: _____

Date of Birth _____ E-mail address: _____ Local Phone: _____

Local Address: _____ Cell Phone: _____

MSC Committees and/or Council Areas of which you are a member: _____

Parent or Legal Guardian Name: _____ Emergency Contact Phone: (____) _____

Parent or Legal Guardian Address: _____

Parent or Legal Guardian Signature (required only if Participant is under 18 years old): _____

Health Insurance Carrier: _____ Policy Number: _____

Name of Policy Holder: _____ (Please indicate "NONE" if you are not covered by a health insurance plan)

Please list any special services you may require due to an existing medical condition or physical disability including allergies: _____

FOR OFFICIAL USE ONLY:

Reviewed and accepted by MSC agent, _____, on this date of _____.