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

1. EXCULPATORY CLAUSE: In consideration for receiving permission to participate in any and all activities of ___________________________ (herein referred to as “activity”), which is sponsored by Texas A&M University Memorial Student Center (MSC) (herein referred to as “sponsor”), a member of The Texas A&M University System, 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, and their members, officers, servants, advisors, 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 while participating in such activity, while traveling to and from the activity or while on the premises owned or leases 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 myself and others involved with this activity, including but not limited to injuries due to accidents while traveling, physical activities, illnesses and:__________________________, and I choose to voluntarily participate in said 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 for 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 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 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 to 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 costs 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, INDEMNIFICATION, and MEDICAL TREATMENT AUTHORIZATION FORM. 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 participation in this activity with the understanding that the costs 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, 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 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.

I grant permission to the MSC Staff to determine when and if the release of this information is necessary for my own safety and wellbeing.
6. 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 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 that this is a voluntary, extracurricular activity; therefore it is not required for me to obtain college credits and not participating in this activity will in no way hinder my ability to obtain a degree from the university. **For students going on fieldtrips 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 this activity I still desire to voluntarily engage in this activity. 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.

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

Signed this ________day of _______________________, 20______ TAMU ID#: __________________________

Printed Name: _______________________________ Participant Signature: ________________________________

Date of Birth: ___________ E-mail address: ___________________________ Local Phone: _______________________

Local Address: ___________________________ City __________________ Zip ___________ 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: ___________________________ City _______________________________

State _________ Zip _________

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

__________________________________________

Health Insurance Carrier: _________________________ Policy Number: __________________________

(Please indicate “NONE” if you are not covered by a health insurance plan)

Name of Policy Holder: ___________________________

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 _____________________.