

# SPEND THE NIGHT WITH THE CORPS

## CAMP & ENRICHMENT PROGRAM

### WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

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1. EXCULPATORY CLAUSE. In consideration for receiving permission for my/my child's participation in any and all activities of Spend the Night with the Corps on January 27-28, 2011 (herein referred to as "camp"), which is sponsored by Texas A&M Office of the Commandant (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 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 minor or major injuries related to walking and running such as sprains, cuts and bruises, and I choose to voluntarily participate/allow my child to 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.

Return this completed form to CORPS RECRUITING by FAX to 979-845-3620

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. 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. I understand I can choose not to sign this document and free myself and my child 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/my child that has a lower level of risk to myself and my child. I further understand this is a voluntary, extracurricular activity. While I understand alternative activities are available to me/my child that do not have the risks associated with this activity I still desire to voluntarily engage/permit my child to engage in this 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:** \_\_\_\_\_

**Please list any special services your child may require:** \_\_\_\_\_

\_\_\_\_\_

# Important Spend The Night With The Corps (SNWC) Program Guidelines

All prospective students participating in this program will read and adhere to the below guidelines during their overnight campus visit.

- All prospects must register at the Sanders Corps of Cadets Center; they will check-in, pre-pay for both meals (**\$15.00 cash total**), and meet their cadet escort.
- All Prospects arriving after 6:00 p.m. will check in at the Recruiting Operations Center (**ROC**), located in the east wing of the Sanders Corps Center. Enter through the east side of the Corps Center. Phone number is (979) 458-3689.
- All prospects will be provided with a copy of the SNWC Program schedule and will be briefed on its contents at the time of check-in. **IT IS ALSO TO BE UNDERSTOOD THAT PROSPECTS WILL ATTEND ALL PROGRAM FUNCTIONS UNLESS PERMISSION GRANTED by CORPS RECRUITING PERSONNEL.**
- Prospects that arrive after the evening meal in Duncan will still be required to attend the evening "Welcome Program" in the Corps Center. After the program, those prospects that haven't eaten may visit one of the many dining establishments **on campus**.
- All prospects must receive a good night's sleep. **Lights out for all prospects will be not later than 10:30pm.**
- All Cadet Recruiters/Cadet Escorts will ensure that their prospects participate in the entire SNWC Program including but not limited to attending: the evening Welcome Program, at least one academic class, and receiving all necessary Texas A&M University Admissions, Scholarships and Financial Aid, ROTC, and Corps of Cadets information.
- **Prospects will remain on campus for SNWC; Neither Prospects nor Cadet Recruiters/ Escorts will consume alcoholic beverages!**
- **Neither Prospects nor Cadet Escorts will allow themselves to be placed in a situation or participate in an event that is construed to be in poor taste, poor judgment, and or constitutes unsafe actions and/or behavior.**
- **Authorization to be dismissed from the program at any time prior to completion (12:30 PM) on either the Tuesday or Friday MUST be obtained directly from The Corps Recruiting Office (during normal business hours) or the Commandant's Duty Officer (after hours -- located in the Cadet Guardroom, Dorm 2).**
- All prospects need to leave their personal effects back at the cadet dormitories while they are at the morning programs. They will be given a chance to retrieve their belongings after the program is completed.
- Prospects completing the SNWC program **do not** need to participate in another SNWC program the same semester.
- Do you have any "special medical considerations" such as allergic reactions and/or activity restrictions which could possibly limit your participation in our program and which the SNWC Program Director should be aware of?

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- All students are responsible for managing their own medications.
  - If you are involved in any Corps physical activity, it is understood that your participation is strictly voluntary. It must be understood that you will not participate in any physical activity such as running in a formation with other SNWC participants or Cadets if that activity could endanger or further aggravate a current physical condition such as a pre-existing condition/injury, i.e. sprained ankle, pulled muscle, etc.
  - I have read the above SNWC Program guidelines and will comply with all requirements. I understand that any infraction and or impropriety on my part could result in being dismissed from the program and asked to leave the campus prior to the program's completion.

**Participant's Printed Name** \_\_\_\_\_ **Signature** \_\_\_\_\_  
Last First MI

**Participant's Date of Birth** \_\_\_\_\_

**Parent or Guardian Printed Name** \_\_\_\_\_ **Signature** \_\_\_\_\_  
(If Participant is under 18 years old) Last First MI

**Emergency Phone** (\_\_\_\_) \_\_\_\_\_ **Cell** (\_\_\_\_) \_\_\_\_\_ **Date of SNWC** \_\_\_\_\_

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