

CORPS OF CADETS RECRUITING PROGRAM (SNWC)

CAMP & ENRICHMENT PROGRAM

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 Corps of Cadets Recruiting Program (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 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.

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: _____

Please write in date of event here: _____

*Fax this completed form, including first page to the Corps Recruiting Office
(866) 324-0695 or email to aggiecorps@corps.tamu.edu*

IMPORTANT PROGRAM GUIDELINES FOR CORPS OF CADETS RECRUITING PROGRAM (SNWC)

All participating students in the program must adhere to the following guidelines during their stay at Texas A&M University.

- **Check-in.** All participants must check-in at the Sanders Corps of Cadets Center (475 Short Street, College Station, TX in Google maps) where they will receive a program schedule and meet their cadet escort. **SNWC participants will pay \$15.50 cash for meals at check-in).**
- **Safety.** Safety is our highest priority during the program. Participants will abstain from any unsafe activities. Participants may not participate in any physical activity such as running or calisthenics with other participants or Cadets.
- **Stay on Campus.** Participants must remain on the Texas A&M campus during the program.
- **Accountability.** Participants must take part in all scheduled program activities. Authorization to be dismissed from the program or to leave the group at any time prior to the conclusion of the program and check-out **MUST** be obtained directly from a member of The Office of the Commandant Recruiting Staff (during normal business hours) or the Commandant's Duty Officer (after hours).
- **Alcohol.** Participants are **NOT PERMITTED** to consume alcoholic beverages regardless of age.
- **Sleep.** All participants must receive a good night's sleep. Please adhere to the posted schedule for Lights Out.
- **Media.** I authorize Texas A&M University and its agents to photograph, videotape, and/or otherwise record my image, voice, and likeness and understand that they will own these recordings. I irrevocably authorize them to use, display, publish, and distribute these recordings for any purpose on any medium, and to offer these recordings to others for use in non-university mediums. I waive any right to inspect or approve these recordings that may be used with them now or in the future, whether that use is known to me or not. I release Texas A&M, its regents, employees, and agents from all liability arising out of the use of these recordings, including but not limited to any claims arising out of my right of privacy or right of publicity and any claims based on any distortions, optical illusions, or faculty mechanical reproductions. I understand that I will not be compensated for any use of these recordings and that this is a legal document and represent that I have read it and understand it and am signing it voluntarily.
- **Personal Belongings.** All participants must bring all of their luggage and personal belongings from the dorm to the Sanders Corps of Cadets Center on the morning of the second day of the event and place them in the Recruiting Operation Center (ROC) located on the East side of the Corps Center.
- **Medical.** 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 Program Director should be aware of? Participants are responsible for managing their own medications.

I have read the above Program Guidelines and by signing below I agree to comply with all requirements. I understand that any infraction on my part may result in dismissal from the program.

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 M

Emergency Phone (_____) _____ Parent Email _____

Date of Program _____

Fax this completed form to the Corps Recruiting Office (866) 324-0695 or email to aggiecorps@corps.tamu.edu