

Texas 4-H Conference Center
RELEASE FORMS

CAMP AND ENRICHMENT PROGRAM
WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission for my child's participation in any and all activities of Texas 4-H Conference Center (herein referred to as camper), which is sponsored by Texas A&M AgriLife Extension Service, a member of The Texas A&M University System and its Texas 4-H and Youth Development Program, (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 AgriLife Extension Service, Texas 4-H and Youth Development Program, Texas 4-H Youth Development Foundation, 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 participation in any and all activities at the Texas 4-H Conference Center, and I choose to voluntarily participate/allow my child to participate 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. Sponsor 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 sponsor 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 INDEMNITIES 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/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: _____

Participants 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 PROVIDE A COPY OF YOUR INSURANCE CARD.

Texas 4-H Conference Center
CONSENT TO PARTICIPATE YOUTH PARTICIPANTS
Required by American Camp Association for Program Accreditation

I, or we, parent(s) or guardian(s) of a minor child named _____ do hereby give consent for said minor child to participate in all activities other than swimming, kayaking, sailing, canoeing or Challenge Course activities scheduled as part of the Texas 4-H Conference Center program to be conducted at the 4-H Conference Center, 5600 FM 3021, Brownwood, TX 76801; Phone (325) 784-5482. Activities include riflery, archery, initiative games, crafts, and environmental education. Participants will be attending parties, ceremonials, and other activities during their stay.

PLEASE CHECK AND INITIAL THE APPROPRIATE RESPONSE IN THE FOLLOWING SECTIONS:

Swimming, kayaking, canoeing and/or sailing activities: I/we do further give consent for said minor child to participate in organized **swimming, kayaking, canoeing and/or sailing activities** conducted at the 4-H Conference Center. I/we understand that said minor child shall be required to take an approved swimming skill level test and will be assigned to that portion of the swimming area which is commensurate with his or her demonstrated swimming ability. An approved swimming skill level test will also be required before said minor child can participate in canoeing, kayaking or sailing program. Participants will be required to wear Personal Floation Devices at all times during participation in canoeing, kayaking and/or sailing activities.

_____ Yes _____ No

Challenge Course activities: I/we do further give consent for said minor child to participate in **organized activities on the Texas 4-H Conference Center Challenge Course**. I/we understand that said minor child will be supervised and instructed in these events by an individual who has been certified and trained to facilitate this level of programming. All participants are provided instruction on the wearing and use of safety equipment prior to participation. _____ Yes _____ No

Media Release: In the event photographs, slides, or video tapes are made of said minor child, I/we consent to the **release of those photographs, slides or video tapes** for use in promoting programs at the Texas 4-H Conference Center.

_____ Yes _____ No

Field Trips: I/we do further give consent for said minor to **participate in scheduled field trips** during this program. I/we understand that only approved adult volunteers and/or staff will transport said minor off the Texas 4-H Conference Center grounds and will serve as a chaperone for the field trip.

_____ Yes _____ No

The following information is used upon departure of the said minor child from overnight activities held at the 4-H Conference Center. This does NOT apply to school groups that participate in day activities ONLY.

I/We do hereby authorize the Texas 4-H Conference Center to release said minor child to the following person/people at the conclusion of the activity: (please list all persons, including parents):

I/We require that said minor child **NOT be released to the following person/people at the conclusion of the activity:**

Signature of Parent or Guardian

Date

_____ Health screening performed
_____ Follow-up referred to: _____ Dietary _____ Camp Director _____ Dorm Staff

Check one: _____ Youth _____ Adult County _____ Camp _____

The proposed activity provided by the Texas 4-H Conference Center, requires participation in physical exercises, which are, by their nature, physically demanding. Many of the activities will challenge you, and cause surges in blood pressure and pulse rates. It is imperative that you are free of any heart related or other disease. Therefore, all participants must be free of medical or physical conditions which might create undue risks to themselves or any others who depend on them. If there is any doubt about your ability to safely participate in this experience, you should have a physical examination.

Section I. Participant Information

Name _____ Date of Birth _____ Age _____ Gender _____
Address _____ Name of Physician _____
City, State, Zip _____ Physicians Phone _____
Home Phone _____ Date of last physical exam _____

Section II. In the event of an Emergency, please contact:

Name _____ Home Phone _____
Address _____ Work Phone _____
City, State, Zip _____ Cell Phone _____

Section III. Health History (Check the appropriate answer and explain any YES responses.)

Have you had or do you currently have any heart problems (dates): _____ YES ___ NO ___
Do you frequently suffer from pains in your chest: _____ YES ___ NO ___

(NOTE: If you have any heart related problems you will need to have a physician's release.)

Do you often feel faint or have spells of severe dizziness: _____ YES ___ NO ___
Has a doctor ever told you that you might have high blood pressure: _____ YES ___ NO ___
Are you a smoker: _____ YES ___ NO ___
Do you have arthritis, joint, or back problems that can be aggravated by exercise: _____ YES ___ NO ___
Have you had any operations or serious injuries (dates): _____ YES ___ NO ___
Do you have any chronic recurring illness or communicable diseases: _____ YES ___ NO ___
Are there any activities to be limited/discouraged by a physician's advice: _____ YES ___ NO ___
Are you allergic to any medications, food or food ingredients, insects, or pollens: _____ YES ___ NO ___
Do you have Epilepsy: _____ YES ___ NO ___
Do you have Diabetes: _____ YES ___ NO ___
Do you have any prescribed meal plan or dietary restrictions (please describe) _____ YES ___ NO ___
Are all immunizations up-to-date: _____ YES ___ NO ___

Date of last Tetanus shot (required) _____

Any other health related information for Center personnel to be aware of: _____

PLEASE NOTE: ALL medications must be in ORIGINAL container with ORIGINAL LABEL.

Section IV: Medications (ALL medications must be in ORIGINAL container with ORIGINAL LABEL.)

Are there prescribed medications currently being taken (please describe) _____ YES ___ NO ___

Please check Aover the counter medications which camp personnel may administer as necessary:

_____ Imodium _____ Pepto Bismol _____ Ibuprofen (Motrin) _____ Acetaminophen (Tylenol)
_____ Neosporin _____ Benadryl _____ Robitussin DM or CF _____ Any as needed

Signature of Participant: _____ Date: _____

(Or guardian if participant is under the age of 18)

Signature _____ Date _____

(Parent/Guardian for YOUTH)

ASSUMPTION OF RISKS AND RELEASE OF LIABILITY

Welcome to the West Side of **Wood Ranch** ("Ranch") owned by Patti Wood and 4 Bar W Wood Ranch (collectively "Owner"), and leased to The 1687 Foundation, a Texas nonprofit corporation ("Foundation") for use in carrying out the Foundation's tax exempt purposes. The minors listed on **Annex A** attached ("Minors"), have been given the opportunity to participate in certain educational and therapeutic activities at the Ranch conducted and supervised by National WHEP ("Charity"). This is a legal document (the "Release") by which you as the parent/guardian of the Minors agree to assume the risks related to the activities at the Ranch and to waive and release all potential liabilities and claims that you may otherwise come to have against the Owner, Foundation, and their directors, officers, members, employees, volunteers, agents, and affiliated persons or entities ("Released Parties") as a result of, or related to, the presence of the Minors on the Ranch or participation in all activities on the Ranch, ("Activities").

In consideration of the accommodations, permission to be on the Ranch, and participation in Activities on the Ranch, the undersigned agree(s) and acknowledge(s) as follows:

1. Acknowledgement of Risks. I understand that the Activities the Minors may engage in during their stay on the Ranch pose varying degrees of risk. Such risks include the possibility of accidents, illness, injury or death, related to the forces of nature, viruses, and other hazards whether manmade or natural. I understand the risks of injury, illness, or death that may be encountered cannot be eliminated even by taking the utmost care. I understand the Released Parties do not have emergency medical services at the Ranch to provide assistance if the Minors are injured, or become ill, and also that the Minors may incur injury or become ill in a remote location that is not readily accessible to a hospital or other medical facility. I understand the Released Parties are not a guarantor of the safety of the Minors.

2. Voluntary Participation. The participation in the Activities on the Ranch by the Minors is purely voluntary and provided free of charge by the Released Parties. I acknowledge that the Activities are recreational and educational in nature, and that no one has required the Minors to participate in any such Activities.

3. Assumption of Risks. On behalf of the Minors, I hereby knowingly and voluntarily assume all risks associated with or resulting from all Activities on the Ranch. I assume full responsibility for the conduct of the Minors and for any injuries or illness that may occur. I assume all such risks without regard to negligence or fault.

4. Waiver and Release of Liability; Indemnification. I unconditionally waive and release, and also agree to hold harmless and indemnify Released Parties with respect to, all actual or potential costs, damages, liabilities, losses, expenses, or claims (including, but not limited to, attorney's fees, court costs and expenses) of any kind, including, but not limited to, those arising from death, illness, serious bodily injury or damage suffered or incurred by the Minors, related to or resulting from any Activities on the Ranch, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards or viruses that may exist, whether hidden or obvious, whether natural or manmade facilities or hazards, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RELEASED**

PARTIES. I hereby release and waive all subrogation rights against Released Parties and/or their insurance carrier(s).

5. Jurisdiction and Venue. In the event of any dispute that may arise relating to this Release, or the Activities contemplated herein, the substantive laws of the State of Texas (without regard to otherwise applicable choice of law rules) shall apply, and jurisdiction and venue shall be in a court of competent jurisdiction in the State of Texas.

6. Parent/Guardian. I represent that I am the lawful Parent/Guardian of the Minors listed below, I am legally competent to sign this Release, that the terms of this Release are contractual; and that this Release shall be binding on me, and the personal representatives, heirs, successors and assigns of the Minors. **I UNDERSTAND THIS IS A LEGALLY BINDING DOCUMENT. I UNDERSTAND THAT SIGNING THIS DOCUMENT MAY ALTER MY LEGAL RIGHTS OR THE LEGAL RIGHTS OF THE MINORS IN THE EVENT OF INJURY, ILLNESS, OR LOSS. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY CAREFULLY READING IT, AND I SIGN THIS RELEASE VOLUNTARILY.**

7. In the event that it is determined that I am not the parent or legal guardian of the Minors, or did not have the legal capacity to execute the documents on behalf of the Minors, then I agree to DEFEND AND INDEMNIFY the Released Parties, if any litigation is instituted, as a result of any injury, illness, or death or claim for damage arising out of, relating to, or in any way connected with the Minor's participation in the Activities. I understand that this indemnify provision is in addition to (and not in lieu of) any other indemnify provision found in this document.

8. Publicity. I agree that on behalf of the Minors or myself that I will not disclose by any means (including social media) the location of the Retreat or the identity of the Released Parties. Further, we agree to a blanket release of videos or photographs of us (including the Minors) arising out of our participation in the Activities or use of Facilities.

Dated this _____ day of _____, 2024.

INDIVIDUAL(S) (Printed Name and Signature)

Printed Name

Signature

Cell Phone

Email

ASSUMPTION OF RISKS AND RELEASE OF LIABILITY (ADULT)

Welcome to the West Side of **Wood Ranch** ("Ranch") owned by Patti Wood and 4 Bar W Wood Ranch (collectively "Owner"), and leased to The 1687 Foundation, a Texas nonprofit corporation ("Foundation") for use in carrying out the Foundation's tax exempt purposes. I _____, have been given the opportunity to participate in certain educational and therapeutic activities at the Ranch conducted and supervised by National WHEP ("Charity"). This is a legal document (the "Release") by which I agree to assume the risks related to the activities at the Ranch and to waive and release all potential liabilities and claims that I may otherwise come to have against the Owner, Foundation, and their directors, officers, members, employees, volunteers, agents, and affiliated persons or entities ("Released Parties") as a result of, or related to, my presence on the Ranch or participation in all activities on the Ranch ("Activities").

In consideration of the accommodations, permission to be on the Ranch, and participation in the Activities on the Ranch, the undersigned agree(s) and acknowledge(s) as follows:

1. Acknowledgement of Risks. I understand that the Activities I may engage in during my stay on the Ranch pose varying degrees of risk. Such risks include the possibility of accidents, illness, injury or death, related to forces of nature, viruses, and other hazards whether manmade or natural. I understand the risks of injury, illness, or death that may be encountered cannot be eliminated even by taking the utmost care. I understand the Released Parties do not have emergency medical services at the Ranch to provide me with assistance if I am injured or become ill, and also that I may incur injury or become ill in a remote location that is not readily accessible to a hospital or other medical facility. I understand the Released Parties are not a guarantor of my safety.

2. Voluntary Participation. My participation in the Activities on the Ranch is purely voluntary and provided to me free of charge by the Released Parties. I acknowledge that the Activities are recreational and educational in nature, and that no one has required me to participate in any such Activities.

3. Assumption of Risks. I hereby knowingly and voluntarily assume all risks associated with or resulting from all Activities on the Ranch. I assume full responsibility for my own conduct and for any injuries or illness that may occur. I assume all such risks without regard to negligence or fault.

4. Waiver and Release of Liability; Indemnification. I unconditionally waive and release, and also agree to hold harmless and indemnify Released Parties with respect to, all actual or potential costs, damages, liabilities, losses, expenses, or claims (including, but not limited to, attorney's fees, court costs and expenses) of any kind, including, but not limited to, those arising from death, illness, serious bodily injury or damage suffered or incurred by me, related to or resulting from any Activities on the Ranch, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards or viruses that may exist, whether hidden or obvious, whether natural or manmade facilities or hazards, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RELEASED PARTIES.** I hereby release and waive all subrogation rights against Released Parties and/or their insurance carrier(s).

5. **Jurisdiction and Venue.** In the event of any dispute that may arise relating to this Release, or the Activities contemplated herein, the substantive laws of the State of Texas (without regard to otherwise applicable choice of law rules) shall apply, and jurisdiction and venue shall be in a court of competent jurisdiction in the State of Texas.

6. **Binding Effect.** I represent that I am legally competent to sign this Release, that the terms of this Release are contractual; and that this Release shall be binding on me, and my personal representatives, heirs, successors and assigns. **I UNDERSTAND THIS IS A LEGALLY BINDING DOCUMENT. I UNDERSTAND THAT SIGNING THIS DOCUMENT MAY ALTER MY LEGAL RIGHTS IN THE EVENT OF INJURY, ILLNESS OR LOSS. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY CAREFULLY READING IT, AND I SIGN THIS RELEASE VOLUNTARILY.**

7. **Publicity.** I agree that I will not disclose by any means (including social media) the location of the Retreat or the identity of the Released Parties. Further, we agree to a blanket release of all rights related to our identity and appearance, whether by videos or photographs, arising out of our participation in the Activities or use of Facilities.

Dated this _____ day of _____, 2024.

INDIVIDUAL (Printed Name and
Signature)

Printed Name

Signature

Cell Phone

Email