



2011 KIMBLE COUNTY 4-H SHOOTING SPORTS

Waiver, Indemnification and Medical Treatment Authorization Form

1. EXCULPATORY CLAUSE: In consideration for receiving permission for my/my child's participation in and all activities of the Kimble County 4-H Shooting Sports Program, which is sponsored by the Texas 4-H Shooting Sports Program of the Texas 4-H Office, (herein referred to as "sponsor"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes the sponsor, The Texas A&M University System, the Board of Regents for the Texas A&M University System, Texas AgriLIFE Extension Service, Texas 4-H and Youth Development Program, Texas 4-H Youth Development Foundation, Kimble 4-H, Kimble County 4-H Shooting Sports, 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 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 errant projectiles, faulty cartridges, target pieces, ricochets, venomous snakes, insects and arachnids, as well as moving vehicles, and I choose to voluntarily participate/allow my child to participate in such activity with full knowledge that the activity may be hazardous to me, my child and my property and to the person or property of others. I acknowledge that 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.**

The undersigned also assumed full responsibility for the risk of bodily injury, death or property damage that may occur during his/her participation, work, or other activities related to the Kimble County Shooting Sports Club, whether or not the same is caused by the negligence of any of the above mentioned governmental entities, their employees and officials, or otherwise.

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 the 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 the 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. In witness whereof, the undersigned has executed this release on the day and year stated below.

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 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 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 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 the 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 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 that 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.

SIGNED this _____ day of _____, 20_____

Participant Signature _____

Printed Name _____

Participant's Date of Birth _____

Parent or Legal Guardian Signature _____

Parent or Legal Guardian Printed Name _____

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: _____
