

PARTICIPANT NAME _____

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/my child's participation in any and all activities of Texas 4-H Conference Center (herein referred to as "camp"), which is sponsored by Texas 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 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: _____

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: _____

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 Floatation 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.

Further, 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):

Further, 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

Texas 4-H Conference Center
HEALTH STATEMENT

Check one: _____ Youth _____ Adult County _____
Event: _____ Event date(s): _____

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 _____ Physician's Phone _____
Home Ph _____ Date of last physical exam _____

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

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

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

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 "over the counter" medications which camp personnel may administer as necessary:

_____ Immodium _____ Pepto Bismol _____ Ibuprofen (Motrin) _____ Acetaminophen (Tylenol)
_____ Neosporin _____ Benadryl _____ Calamine/Caladryl _____ Any as needed

Section V. Insurance Information

Do you carry family medical/hospital insurance? YES NO
Carrier: _____ Policy Number: _____

Signature of Participant: _____ Date: _____
(Or guardian if participant is under the age of 18)

PLEASE PROVIDE A COPY OF YOUR INSURANCE CARD.

Texas 4-H and Youth Development 2010-2011 Code of Conduct

During my 4-H involvement...

1. I am expected to attend all sessions that are part of the planned program for all activities. I will inform staff if I am not feeling well or have a schedule conflict.
2. I will dress appropriately to the occasion and adhere to any attire requirements stipulated for the event I am attending. 4-H members should be courteous and clean, and possess good manners.
3. Language must be controlled and appropriate for a 4-H member — I will not use language that is socially offensive.
4. Except for planned tours and outings, I will not leave an activity facility any time without permission of the chaperone and/or staff responsible for the event.
5. I will not smoke or use tobacco products, or be in possession of such products, at any 4-H program event.
6. I will not be in possession of, use alcohol or drugs (except those directed by a doctor), or be associated with or remain in the presence of others when they are being used.
7. I will not be in possession of, use, or threaten another person with a weapon, bodily force or language.
8. I will respect the rights of privacy of those attending an activity and those with whom I may be rooming.
9. I will observe hours established by the staff and be in my room. No boys in girls' rooms, no girls in boys' rooms.
10. I will avoid unnecessary roughness to room furnishings, furniture, equipment, etc. Towels, ashtrays, etc., are not to be taken as souvenirs. Occupants of a room or conveyance are financially responsible for any damage or results of misconduct.
11. Any participant at an official 4-H activity who observes a breach of the code of conduct has the responsibility and obligation to report the misbehavior to appropriate chaperones.

Date

Signature

Texas 4-H and Youth Development Consequences of Misbehavior

Violators May Expect:

To have the opportunity to explain actions to the professional Extension staff in charge.

Behavior that is disruptive to the event will be documented and a letter describing such will be sent to the District 4-H Leadership Team, County Extension Agent(s) and parents/guardians of those involved. Examples of offenses are as listed below, but not limited to:

Minor Offenses

1. *Habitually late to program activities*
2. *Not in room at designated time*
3. *Not possessing good manners and using language that is offensive to others*
4. *Not respecting the rights and privacy of those rooming with or attending an activity*
5. *Lying or untruthfulness to chaperones, leaders, event organizers or others in attendance*

Intermediate Offenses

1. *Inappropriate visitation*
2. *Leaving a 4-H activity without the permission of staff member(s) in charge*
3. *Intentional damage to meeting site, sleeping quarters, person, or other person's property*
4. *Bullying*

Major Offenses

1. *Smoking or using tobacco products*
2. *The use of alcohol or drugs*
3. *Carrying an unauthorized weapon*
4. *Threatening another person with a weapon or bodily harm*
5. *Cheating*
6. *Sexual activities*
7. *Theft of any kind*
8. *Acting in a manner considered by 4-H leadership to be harmful or potentially harmful to the health or well-being of themselves or others, whether such act occurred within, or outside of the 4-H program*

Consequences

- For every offense 4-H member will receive a verbal reprimand.
- For every offense the violator shall write letters of apology to the appropriate people.

Major Offenses

- Automatic removal from an event/activity and/or sending a participant home at the parent's/guardian's expense.
- One major offense during any 4-H year may lead to suspension of membership in all Texas 4-H and Youth Development programs for a defined period of time, along with the possibility of facing criminal charges, depending on offense. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or give up monetary awards or scholarships from the Texas 4-H program.
- May lead to Termination of 4-H Membership.

Intermediate Offenses

- One or two violations is grounds for removal from the event/activity and/or sending a participant home at the parent's/guardian's expense.
- Three violations during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or to give up monetary awards or scholarships from the Texas 4-H program.

Minor Offenses

- Consistent discipline problems requiring more than two reprimands is grounds for sending a 4-H member home at the parent's/guardian's expense.
- Habitual discipline problems requiring more than four reprimands during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year. In addition 4-H member may be asked to resign from all 4-H offices or leadership roles held or to give up monetary awards or scholarships from the Texas 4-H program.

Course Of Action

Event managers responsible for 4-H events and activities are encouraged to communicate to 4-H participants and adult chaperones prior to the event a standard of acceptable behavior, via the Commitment to Excellence. Standards of behavior and consequences should be reviewed with participants as part of the initial orientation.

1. Event Manager obtains all the relevant facts.
2. Brief the on-site adult responsible for the youth delegate (Extension faculty member or 4-H volunteer).
3. If not on-site, but available via phone, brief the county Extension faculty member and District Extension Administrator responsible.
4. Review consequences of misbehavior. The following steps should be taken when sending a 4-H member home:
 - *Extension faculty member contacts parents.
 - *Parents advised that child is being sent home by safest, most direct means, and that parents are responsible for cost.
 - *Event manager decides if parents should be given the option of picking up the child.
 - *County Extension faculty member collects money from parent to pay transportation charges.
 - *Follow-up correspondence from event's manager to appropriate county Extension faculty member, District 4-H Leadership Team, child and parent for documentation.
5. For all reprimands a Summary Letter and Accident/Incident Report Form will be completed and mailed to the 4-H member, parent, County Extension Agents, District Extension Administrator, County Extension Directors (if applicable), 4-H Specialist, Texas 4-H Program Director and the Associate Directors for 4-H, Youth and Human Sciences and County Programs. Additionally, notification will be made to District 4-H Leadership Team prior to letter and form being mailed.

I have read the Texas 4-H Commitment to Excellence and understand what violators may expect. I agree with the Code of Conduct and do intend to abide by it throughout my 4-H activities. I have reviewed and understand the Consequences of Misbehavior.

4-H Member Signature

County

District

Date

As the parent or guardian of _____, I have read the commitment and do support all points. I give permission to the professional Extension faculty in charge to carry out the Code of Conduct as described including inspection of rooms.

Parent or Guardian

Date