



Aggie Wranglers

Liability Waiver



STUDENT ORGANIZATION WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

Effective Date(s): _____

Country & Western 1

Jitterbug 2

One Night Only Lesson

Country & Western 2

Advanced Lessons

Private Lesson

Jitterbug 1

Adults Only Lessons

Mock Tryouts

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of Aggie Wranglers Dance Lessons (herein referred to as "activity"), which is sponsored by the Aggie Wranglers, a Recognized Student Organization of Texas A&M University, (herein referred to as "organization"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes organization, 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 INDEMNITIES) 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 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 myself and others involved with this activity, including but not limited to specific risks/hazards involved in dance performances and practices including but not limited to the following:

1. Activities involving moderate to high physical exertion, such as lifting participants off the ground, rapid and constant movement involved in dancing, etc.
2. Use of specific hand-grips and body postures, which if done improperly, may result in serious skeletal and/or muscular injury.
3. Possibility of falling during acrobatic moves, which may lead to serious bodily injury particularly to the neck and head.
4. Driving to or from the facilities where performances and/or rehearsals are held.
5. Loss or destruction of property.

The likelihood of such hazards may be lessened by adhering to these safety rules or procedures:

1. Ensure that you are comfortable with your partner, and that both of you are aware of the dangers associated with certain dance maneuvers and positions.
2. Be aware of your individual limitations, whether they are physical, mental, or emotional, and do not push yourself beyond what you believe to be a limitation. It is strongly recommended that participants seek the consultation of a doctor on any question in this regard.
3. Always listen carefully to facilitators. Do not attempt a dance maneuver that you for any reason do not completely understand the mechanics and complexities of.
4. Promptly notifying Aggie Wrangler leadership of any dangerous or potentially dangerous condition, which you become aware of during the performances and/or practices, including dance maneuvers that you feel you are unable to perform safely for any reason.

I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me 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 should not participate. I agree to indemnify and hold harmless INDEMNITIES 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, other participants, and third-persons as a result of my 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 INDEMNITIES.

3. NO INSURANCE. I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my 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.



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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 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, even if an INDEMNITY 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 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; organization 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 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 that has a lower level of risk to me. I further understand this is a voluntary, extracurricular activity; therefore it is not required for me to obtain college credits and not participating in this activity will in no way hinder my ability to obtain a degree from the university. While I understand alternative activities are available to me that do not have the risks associated with this activity I still desire to voluntarily 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____ TAMU UIN: _____

Printed name: _____ Participant signature: _____

Date of birth: _____ Local Address: _____

E-mail address: _____ Phone number: _____

In case of emergency, please contact _____ at following number: _____

Relationship to emergency contact: _____

Parent/guardian printed name: _____

Parent/guardian signature (required for participants under 18 years of age): _____

Health Insurance Carrier: _____ Policy Number: _____

(Please indicate "NONE" if you are not covered by a health insurance plan)

***Please list any special services you may require due to an existing medical condition or physical disability:

FOR OFFICIAL USE ONLY

Reviewed and accepted by TAMU agent, _____, on this date of _____