

Tarleton Challenge Waiver and Authorization for Emergency Services

Tarleton Challenge is a component of the Recreational Sports Department at Tarleton State University.

I, _____, understand the *Tarleton Challenge* program (“Activity”) in which I plan to be a participant involves certain inherent risks and that regardless of the precautions taken by the *Tarleton Challenge*, some bodily injuries may occur. I understand the types of risks associated with this activity include, but not limited to: slipping, tripping, falling, hypothermia (reduced core body temperature), hyperthermia (elevated core body temperature), dehydration, insect bites and stings, snake bites, cuts, scrapes, broken bones, sunburn, blisters, exposure to weather conditions and environmental conditions (dead fall, swift water, and uneven or slippery terrain.) I understand that certain activity may cause suddenly elevated heart rates, which could lead to serious consequences including death if I have heart disease, hypertension, or other conditions affected by surges in heart rate. I understand program leaders are not the guarantors of my safety. My participation in this activity is voluntary.

I agree to follow all instructions and guidelines given by the program leader(s), and to act in a safe and responsible manner toward all participants. I understand program leaders have the discretion to limit or prevent my participation; otherwise, I will choose my own level of participation.

I understand that participation in this activity includes the use of ropes and other climbing equipment. I understand that the use of this equipment carries with it the risk of equipment failure and, of necessity, requires a participant to rely on the cooperation, skill, and ability of other participants which can result in unexpected and unintended consequences. I understand I may choose whether or not to participate in any activity based upon my own personal assessment of my abilities and the risks associated with that activity.

I understand Tarleton State University does not carry medical insurance to cover claims associated with injuries sustained while participating in this activity. I understand any medical insurance covering my injuries must be provided by me. This paragraph does not apply to participants who are employees of Tarleton State University participating in the program within the course and scope of their employment.

I agree not to use illegal drugs or alcohol during any part of the program, and understand that such use may lead to dismissal from the program.

In consideration for receiving permission to participate in the Tarleton Challenge, I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Tarleton State University, The Texas A&M University System and its Board of Regents, and their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) from **any and all liabilities, claims, demands, or injury, including death**, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by RELEASEES, including travel to and from the Tarleton Challenge activities, **including injuries sustained as a result of the negligence of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct. I further agree to indemnify and hold harmless RELEASEES for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my participation in said activity **including injuries sustained as a result of the negligence of RELEASEES.** I understand this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly negligent conduct. This paragraph does not apply to participants who are employees of Tarleton State University participating in the program within the course and scope of their employment; these participants may still be eligible for worker’s compensation benefits for injuries sustained during this activity.

I understand RELEASEES cannot be expected to control all of the risks articulated in this form but 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 during my participation with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless RELEASEES for any costs incurred to treat me, even if a RELEASEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation.

This agreement shall be legally binding upon heirs, assigns, legal guardians, personal representatives, and me. **I have carefully read this agreement and understand its contents.** I am aware that I am releasing certain legal rights that I otherwise may have, and I enter this agreement, on behalf of myself, of my own free will.

I am 18 years of age or older and agree to the above as my own free act and deed.

Signature: _____ **Date:** _____