



PARTICIPANT WAIVER AND HOLD HARMLESS FORM THE TEXAS A&M UNIVERSITY SYSTEM

OUTDOOR ADVENTURES

1. In consideration for receiving permission for myself or my dependent to participate in the OUTDOOR ADVENTURES Sailing Activity (herein referred to as ACTIVITY), which is sponsored by the Department of Recreational Sports OUTDOOR ADVENTURES program at Texas A&M University (herein referred to as SPONSOR), a member of The Texas A&M University System, I hereby **RELEASE, WAIVE, DISCHARGE, AND 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, 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 owned or leased by RELEASEES, ***including injuries sustained as a result of the negligence of RELEASEES***. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to injury or death while traveling to and from the activity sites; blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration; sunburn; heat and/or cold related emergencies; drowning and/or oxygen shortage; exposure or weather-related conditions; medical illnesses; head, neck, and/or spinal injuries; bite or attack by an animal, insect or marine life; allergic reaction, shock, paralysis or death; and serious injury or impairment to other aspects of my body and general health and well being and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said activity ***including injuries sustained as a result of the negligence of RELEASEES***. I further agree to indemnify and hold harmless the 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.

3. I understand that RELEASEES do 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.

4. I give permission for the activity leaders to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that *I am responsible for any expenses incurred*. I fully understand that Texas A&M University does NOT provide any medical insurance coverage for me while participating in this activity. I also realize that I may be attended to by the activity leaders until medical care is available.

5. I acknowledge that photographs and video tapes may be taken during the activity and allow reproductions of these photographic materials to be used in promotional activities initiated by OUTDOOR ADVENTURES, the Department of Recreational Sports and Texas A&M University.

6. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless 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.

7. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this _____ day of _____, _____

Participant Signature: _____ **Participant Printed Name:** _____

Signature of Parent or Legal Guardian: _____ **Printed Name:** _____
(If participant is under 18 years old)

Sailing Risks and Hazards

There are risks and hazards inherent to sailing. The same elements that contribute to the uniqueness and fun of this activity such as the physical effort or being in the outdoors can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. Outdoor Adventures does not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. The following list does not intend to be all-inclusive; exclusion of a risk or hazard does not negate its possibility.

Injury or death while traveling to and from the activity sites.

Equipment may fail, malfunction, or hit you.

A boat is not a stationary surface and it is subject to motion, tides, waves, sea conditions, wind and other forces. Extra care must be taken when entering, exiting and being aboard the boat.

Injuries can be sustained if you are in the water from items floating in the water, from items in the seabed, such as sharp oyster shells or from entanglement with natural or manmade obstructions.

Seasickness.

Aspiration of water or drowning.

Sunburn.

Heat and/or cold related illnesses.

Weather such as sun, cold, rain, lightening, hail, wind.

Dehydration.

Bite, attack or coming into contact with an animal, insect, reptile or marine life.

Slipping and falling while on land or boat.

Personal injury including but not limited to: blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; head, neck, and/or spinal injuries; medical illnesses; allergic reaction, shock, paralysis or death.

_____ **Participant initials acknowledging inherent risks of sailing.**

OUTDOOR ADVENTURES

Department of Recreational Sports
202 Student Recreation Center, College Station, TX 77843-4250, 979/845-4511

PARTICIPANT INFORMATION FORM

Participant Legal **Printed** Name _____ Date of Birth _____

UIN# _____ Drivers Lic# _____ E-Mail: _____

Street Address: _____ City _____ State _____ Zip _____

Home Phone: () _____ Cell Phone: () _____ Work Phone: () _____

Freshman _____ Soph. _____ Jr. _____ Sr. _____ Grad. _____ Fac/Staff _____ Dependant _____ General Public _____

In Case of Emergency Contact: _____ Relationship: _____

Home Phone: () _____ Cell Phone: () _____ Work Phone: () _____

FOR DEPENDANTS:

Legal **Printed** Name of Parent or Legal Guardian: _____

Street Address: _____ City _____ State _____ Zip _____

Home Phone: () _____ Cell Phone: () _____ Work Phone: () _____

HEALTH HISTORY

Participants in outdoor activities should be free of medical, mental or physical conditions that might create undue risk to themselves or others who depend upon them. Good condition will increase your enjoyment of the outing activities. Medical insurance is strongly encouraged to participate. Please review your personal insurance for adequate coverage. Some companies may specifically exclude high-risk activities, therefore, in case of injury; all expenses will be borne by you.

Medical Insurance Co. _____ Policy #: _____

Yes, I have adequate medical insurance.

Signature _____

Date _____

No, I do not have medical insurance. I willingly participate in this activity with the understanding that *I am responsible for all expenses incurred* if it is necessary for the activity leaders to seek medical, rescue or evacuation services for me.

Signature _____

Date _____

Age: _____ Gender: _____ Height: _____ Weight: _____ Shoe Size: _____

Do you have any allergies to the following?

Insects (bees, ants, etc.) _____ Foods _____ Plants _____ Other _____
Medications _____ Iodine _____ Sun _____

If so, please elaborate: _____

Have you experienced any of the following?

Heart Problems _____ Altitude Sickness _____ Stroke _____
Asthma _____ Migraine Headaches _____ Epilepsy _____
Hayfever _____ Heat Illness _____ Other _____
Diabetes _____ Cold Illness _____

If so, please elaborate: _____

Are you taking any medications – please indicate type and dosage:

Blood Pressure _____ Heart Medications _____
Epilepsy _____ Antibiotics _____
Antidepressant _____ Other _____

Any additional medical history or physical conditions? _____

List any special food considerations: _____

Do you wear: Glasses _____ Contacts _____
Swimming Level: Beginner _____ Intermediate _____ Advanced _____

Canoeing/kayaking level (for paddling trips):

_____ Class 0: No previous canoeing or kayaking experience.
_____ Class I: A beginner. Knows all basic strokes and can handle the boat competently in smooth water.
_____ Class II: A novice. Can use effectively all basic whitewater strokes in the kayak or in both bow and stern of the canoe. Can read water and negotiate easy rapids with assurance.
_____ Class III: An intermediate. Can negotiate rapids requiring complex sequential maneuvering. Can use eddy turns and basic bow upstream techniques. Is skillful in both bow and stern of double canoe and solo in canoe or kayak in intermediate rapids.
_____ Class IV: Advanced. Has proven to run difficult rapids in both bow and stern of double canoe and solo in canoe or kayak in intermediate-plus rapids.