## PALO ALTO COLLEGE SUMMER CAMPS CONSENT TO TREATMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT FOR

Palomino Adventure Youth Camp (K-5th), STEM Summer Experience (6th-8th), STEM Summer Experience (9th-12th), Sports Camp (6th-8th), Sports Camp (9th-12th), Fine Arts Camp (6th-8th), Fine Arts Camp (9th-12th)

(Circle appropriate program name)

- 1. In consideration for receiving permission to participate in the above mentioned Alamo Colleges District Palo Alto College Summer Camp Program ("Program") described above, I, the undersigned, on behalf of the below-designated participant (myself, my minor child or my ward, hereinafter "Participant"), do hereby voluntarily and knowingly sign this Agreement with the clear intention of giving up rights and assuming obligations as set forth herein. It is intended that the Alamo Community College District ("Alamo Colleges District"), its Board of Trustees, Officers, Employees, Representatives, Agents or others acting on behalf of the Alamo Colleges District, plus those persons and entities sponsoring, conducting or allowing access to their property for any Event listed hereinabove (hereinafter referred to as "Releasees") not be liable for any injury or harm that may happen to Participant, me or others under my authority or control, including minor children, throughout the Program and while traveling to and from events and activities or any kind related to the Program.
- 2. I understand some of the Program activities may involve, without limitation, physical exertion, physical skill, travel and/or use of lab equipment and materials, which present an inherent risk. To the best of my knowledge, Participant has no physical disabilities that would prevent participation in any of the Program activities. I am fully aware of any risks and hazards connected with the Program, which I understand can extend, in the worst case, to severe bodily injury, even death. I hereby elect participation in this Program knowing the activity may be hazardous to person and property. PARTICIPANT ASSUMES THE FULL RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by Participant as a result of participation, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise. This Agreement shall apply to any of the Program activities in which the designated Participant participates occurring coincident with or after my signature hereto.
- 3. By signing this Agreement, I hereby elect participation in this Program knowing the activity may be hazardous to person and property. PARTICIPANT ASSUMES THE FULL RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by Participant as a result of participation, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise. This Agreement shall apply to any of the Program activities in which the designated Participant participates occurring coincident with or after my signature hereto.

4.

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- 5. I have considered whether the Participant is in sufficiently good health and physical condition for participating in any of the Program activities, to be prudent, I have consulted a physician if I thought this to be appropriate, and have made an independent determination for participation with the knowledge that the Releasees will make no such determination.
- 6. By signing this Agreement, I release, waive, discharge, and agree to indemnify and hold harmless the Releasees from any and all claims, demands, actions, judgments and executions which Participant, me or others under my control or claiming through me or Participant may have, now have or will have in the future against any and all of the Releasees, including, without limitation, those resulting from any accidents, illnesses or other personal injury (including death), loss of or damage to property, economic loss or victimization by crime suffered or sustained by me or others under my supervision or control, including minor children, while participating in any of the Program activities and while traveling to and from activity sites or incidents to meals or lodging, or while on any property owned or controlled by any Releasee, INCLUDING BUT NOT LIMITED TO ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS AND/OR EXECUTIONS CAUSED BY ANY ALLEGED ACTS OF NEGLIGENCE, ANY OTHER FAULT OR STRICT LIABILITY OF ANY RELEASEES.
- 7. 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. I further agree that this Agreement shall be construed in accordance with the internal laws of the STATE OF TEXAS.
- 8. Without in any way increasing the duties of any Releasees beyond the requirements of applicable law, I hereby agree that if during the course of or as a result of any of the <a href="Program">Program</a> activities I am unable to give my written consent due to unconsciousness, disorientation or other mental incapacity, or if I sign on behalf of my minor child I am unable to be reached during an emergency, I hereby irrevocably consent to any first aid activities, and any medical, surgical or hospital procedures or case, including blood transfusions, that may be performed in good faith by licensed medical professionals, and also by an Releasees in the sole case of first aid, and further agree that I am solely responsible for all appropriate charges for such services. To assist responders in a medical emergency, without in any way reducing the scope of other provisions of this Agreement, I list below any known medical conditions that might bear upon the Participants' medical or surgical treatment, including, without limitation, dizziness or lack of coordination, prior concussion, allergies to medicines or conditions with excess bleeding risks:
- 9. I further expressly agree that if any portion of this Agreement is held invalid, it is agreed that the remaining portion(s) shall, notwithstanding, continue in full legal force and effect, and apply to any of the Program activities involving the College.
- 10. I ACKNOWLEDGE AND REPRESENT THAT I have read this Agreement, and I fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue, on behalf of myself, my child, and persons under the control of the Participant or me. I acknowledge that I am signing this Agreement freely and voluntarily and that by signing, I agree to complete and unconditional release from and indemnity against all liability to the greatest extent allowed by law. Unless my parent or guardian has counter-signed, I represent that I am at least 18 years of age and competent to contract in my own name.

IN WITNESS WHEREOF, I have hereunto	set my hand on thisday of, 2022
Participant <u>(s)</u>	Parent/Guardian (If Participant is under 18 years of age)
Witness	Witness
In case of emergency contact:	
Name:	Phone:
Health Insurer	ID#:
Physician:	Phone:
Please list any medical conditions that may require medical attention (medication, allergies, etc)	