

HSC OP 52.19 ATTACHMENT B YOUTH PARTICIPANT PROGRAM AGREEMENT

This Individual Program Agreement ("Agreement") is made by and between Texas Tech University Health Sciences Center, a public institution of higher education in the State of Texas ("University"), and the adult parent or guardian named below ("Guardian"), on behalf of such Guardian and the minor participant ("Participant").

Youth Program:	Sponsor:	
Location:		
*Overnight Program? ☐ Yes ☐ No	If Yes, Residence Hall Name:	
Arrival Date/Time:	Departure Date/Time:	
Participant Name:		
Address:		
Participant Phone Number:	Date of Birth:	Sex:

***If Participant is staying overnight on University campus, additional forms may be required.**

- 1. Conduct and Compliance.** Guardian acknowledges that the Participant's involvement in the Program is voluntary and that as a condition of Participant's involvement, Guardian agrees to comply with all University and Program requirements including, but not limited to: (a) accurately completing all registration forms in a timely manner, (b) ensuring that the Participant is aware of the University's and Program's standards of conduct; (c) and immediately notifying the Program Administrator of any concerns related to the health, safety or security of the Participant or other individuals. Guardian represents Participant will comply with all applicable federal, state, and local laws and University operating policies and direction in Participant's conduct while engaging in the Program.
- 2. Acknowledgment of Risk.** Guardian acknowledges that the nature of the Program, including but not limited to possible overnight stays in University's residence halls and all other activities associated with the Program, may expose Participant to dangers, hazards, or risks that may result in personal injury, illness, disability, death, property damage, or economic loss caused by: (a) participating in the Program or events associated with Program; (b) traveling via any means of transportation to or from the Program or during the duration of the Program; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Program or related activities; or (d) exposure to other dangerous conditions, whether known or unknown, associated with the Program.
- 3. Representations of Guardian.** Guardian represents: (a) Guardian is at least eighteen (18) years of age; (b) Guardian has the requisite capacity and legal authority to execute this Release on behalf of Guardian and Participant; (c) Participant is physically and mentally able to participate in all aspects of the Program or related activities; and (d) Participant can be in the presence of, as well as use, the materials, tools, supplies, or equipment or other items associated with or utilized during the Program or related activities.

4. **Indemnification and Release of University.** Guardian understands and agrees that although University takes reasonable precautions to maintain adequate security, University cannot be expected to control or avoid all risks, including risks of exposure to communicable illness, associated with participation in the Program, including possible overnight stays in a University residence hall. Therefore, in consideration of the benefits Guardian and Participant will receive through Participant's participation in the Program, Guardian agrees to hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES, AND COSTS, INCLUDING ATTORNEY'S FEES ("CLAIMS") FOR ANY AND ALL LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, CAUSED BY, ARISING OUT OF, RELATED TO, OR RESULTING FROM MINOR'S PARTICIPATION IN THE ACTIVITY OR OVERNIGHT STAY IN A UNIVERSITY RESIDENCE HALL, REGARDLESS OF CAUSE, INCLUDING THE NEGLIGENCE OR WILLFUL MISCONDUCT OF UNIVERSITY. THIS INDEMNIFICATION PROVISION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
5. **Emergency Medical Treatment.** In the event of any injury or illness to Participant while participating in the Program or staying in the University Residence Hall, Guardian consents to any medical treatment for Participant that may be required as determined by University, including but not limited to diagnostic tests, emergency medical treatment, first aid, hospitalization, and surgery. Guardian understands that treatment may be provided to Participant before Guardian is notified. Guardian agrees that any and all expenses, including medical expenses, arising from any injuries to Participant while participating in the Program are the sole responsibility of Guardian. Guardian acknowledges that University does not provide health and accident insurance for participants engaged in the Program. Guardian holds harmless and agrees to indemnify the University from any claims, causes of action, damages and/or liabilities, arising out of or resulting from such medical treatment.

Please indicate if Participant has any special conditions that University may need to know about (allergies, asthma, seizures, medical prescriptions, medications, recent hospitalizations, injuries, or illnesses, etc.). Unless specifically requested, University will not be checking with Participant regarding medications nor dispensing personal medications. However, in the event of an emergency, University requests that in the spaces below, Guardian provides the names of medications that Participant has taken or should/could take and the related dosages and side effects. If this is not applicable to Participant, please state "N/A." Please use additional paper if necessary.

6. **Media, Photo, and Video Release.**

- ☐ Yes - Guardian understands that during the course of the Program, and those acting with the University's permission or authority, may capture Participant's name, likeness, image, voice, or works (e.g., art work) in photographic, audio, video, digital, or other recording forms ("Recordings"). Guardian authorizes the University and the Program to use those Recordings for any purpose consistent with the University's mission, including but not limited to promotional, commercial, informational, and educational purposes in any and all media (including the Internet) now existing or hereafter devised. Guardian understands that Guardian will not have an opportunity to review or approve uses of the Recordings. Guardian recognizes that the University holds the copyright in all Recordings. Guardian understands that neither Participant nor Guardian will receive payment or any other compensation for the taking or use of any Recordings created as a result of Participant

attending the Program. Guardian, on behalf of Participant, hereby waives any and all rights, compensation, royalties, or other payment in connection with the Recordings. Guardian releases, indemnifies, and holds harmless the University and its affiliates, regents, employees, agents, and volunteers from and against all liability, actions, debts, claims and demands of every kind whatsoever to the taking or use of the Recordings of Participant.

- ☐ No - Guardian does not grant permission to Program to take or use Participant's name, likeness, image, or voice in any form or to use work produced by child for any reason unless necessary for the administration of the Program while my child is participating in the Program.

- 7. Transportation.** Guardian hereby authorizes University to provide transportation of Participant during the Program to and from events under the supervision of Program staff.
- 8. Background Checks.** Guardian acknowledge that University employees have undergone criminal background checks, but other participants involved in the Program and/or chaperones may not have undergone background check screening. As such, the University makes no assertions or assurances with respect to other participants and/or chaperones.
- 9. Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Agreement is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Guardian expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Pursuant to Texas Education Code Section 109.005, venue for any dispute arising out of this Agreement shall be in the county in which the primary office of the University's chief executive officer is located. Guardian agrees that the terms and conditions of this Agreement are binding on Guardian, as well as Guardian's representatives, heirs, and assigns.

Guardian, individually and on behalf of Participant:

Guardian's Signature

Guardian's Relationship to Participant

Guardian's Printed Name

Guardian's Cell Phone Number

Date

Guardian's Alternate Phone Number/Email

Emergency Contact (Other than Guardian):

Printed Name

Emergency Contact Phone Number

Relationship to Participant

Alternate Emergency Contact Number/Email

Transportation Information

Guardian hereby authorizes the following people to drop off/pick up Participant from the Program:

Name

Name

Relationship to Participant

Relationship to Participant