

Texas A&M IHSA Equestrian Team
STUDENT ORGANIZATION WAIVER

Student Organization Waiver, Indemnification, and Medical Treatment Authorization Form

1. **EXCULPATORY CLAUSE.** In consideration for receiving permission to participate in any and all equestrian-related activities and/or traveling (herein referred to as “activity”) which is sponsored by *Texas A&M IHSA Equestrian Team*, a Recognized Student Organization, (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 **RELEASES** or **INDEMNITEES**) 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 **RELEASES**, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASES.** 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 horses behaving unpredictably—such as running, bucking, biting, kicking, rearing, stumbling, falling, or stepping on someone—which could result in injury or even death, and 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 INDEMNITEES** 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 INDEMNITEES.**
3. **NO INSURANCE.** I understand that **RELEASES** 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 the 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.

4. **BINDS HIERS.** 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 **RELEASES** cannot be expected to control all of the risks articulated in this form and **RELEASES** 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 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 **INDEMNITEES** for any costs incurred to treat me, even if an **INDEMNITEE** 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, **RELEASES** 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 facility, 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 RELEASES. 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; the 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 associated the risks of the activity by simply not participating in the activity and choosing some other voluntary, extracurricular 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.
7. It's an expectation of the Organization that when operating heavy machinery, included but not limited to vehicles, the **RELEASES** are expected and required to abide by the following procedures:
 - a. Obeying all traffic laws and regulations
 - b. Ensuring all riders wear seatbelts
 - c. NOT driving under the influence of alcohol or illegal drugs
 - d. Ensuring the driver is focused on driving alone by not operating a phone or engaging in games or horseplay with other passengers*

**One common distraction for drivers today is cell phone use, as we are often apt to check social media, respond to messages, or control our music with these devices while driving.*

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.

CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Signed this _____ day of _____, 20_____.

Participate Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

Parent or Legal Guardian Signature: _____

(if participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____

(if participant is under 18 years old)

This document should remain on file for two years after the date of the event.

In case of emergency, contact:	
Home/Mobile Number:	
Health Insurance Company Name:	
Policy Number:	
Automobile Insurance Company Name:	
Policy Number:	
Please list any special services you may require due to an existing medical condition or physical disability:	