



ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“Agreement”) is entered into by and between **IDEA Public Schools** (“IDEA”) and the individual(s) named below and serves as valid consideration for my child’s participation in the activities to be conducted at IDEA’s Camp Rio (“Camp Rio”), including any of those activities that may occur in, about, or near the premises located at Camp Rio at Historic Lula Sams (“Premises”) or any other premises wherever located.

Participant Name: _____ Date of Birth: _____

Camp Rio Dates: _____

Participant’s Home Address: _____

Parent/Guardian Name(s): _____

Parent/Guardian Address: _____

Telephone: _____ Alternate; _____

Emergency Contact: _____ Relationship: _____

Telephone: _____ Alternate: _____

Parent Consent

I hereby give consent for my child, as named above, to participate in the Camp Rio’s educational, outdoor, nature, water-based, adventure, and other related physical activities.

_____ (*Initials*)

Nature of Activities and Types of Risk and Injuries

Camp Rio consists of an outdoor park, wildlife/nature area and outdoor classroom which offers Participants the opportunity to participate in a number of educational, outdoor, nature, water based, adventure and related physical activities (the “Activities”). These Activities can benefit Participants in many ways, including educational experiences, improved physical fitness, more energy, greater enjoyment of life, and many health benefits.

I hereby acknowledge that the Activities are active and vigorous and, consequently, involve the potential risk of injury. And, ***it is impossible for IDEA to eliminate all risk and possibility of injury.***

_____ (Initials)

I acknowledge and understand that there are inherent risks in participating in the Activities. Inherent risks may be divided into multiple types:

- a) The type of risks inherent in any outdoor, nature, adventure, water based activity (e.g., landing wrong, over-exertion, unexpected failure of equipment, flooding, poisonous plants, hazardous or venomous animals and insects, risk of drowning).
- b) The type of risks related to the type of Activity (e.g., when working with animals, being bitten or allergies; when shooting archery, being shot or injured by archery equipment; when canoeing, taking on water, sinking or being scuttled; colliding with another participant, or colliding with equipment; over exertion or muscle strains, sprains, etc.).
- c) The type of risks inherent in the Activities related to co-participant behavior, unexpected equipment failure, and similar unforeseen causes.

_____ (Initials)

I acknowledge and understand that there are different types of injuries that can cause related to participation in the Activities:

- a) Minor injuries, which include but are not limited to muscle strains and sprains, bruises, abrasions, cuts and contusions, minor animal or insect bites, or plant allergies.
- b) Serious injuries, which include but are not limited to broken bones, ligament and joint injuries, concussions, serious animal/insect bites, serious allergic reaction to plants, and eye injury.
- c) Catastrophic injuries, which include but are not limited to brain injury, spinal injury, paralysis, heart attack, and death.

_____ (Initials)

Participant Agreement

While participating in the Activities, I will accept responsibility for maintaining good conduct, and will follow directions at all times. I understand that IDEA’s and/or Camp Rio’s rules and regulations regarding conduct apply while I am participating in the Activities, and that I am further required to follow any special

rules developed for the Activities. I understand that I may be subject to discipline and/or disqualification from participating in Camp Rio's Activities for any conduct violations occurring during my participation.

Participant Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Acknowledgement and Assumption of Risk

I acknowledge that IDEA cannot protect my child from all risk which may be associated with my child's participation in the Activities. I further acknowledge that there are human, natural, mechanical, and environmental conditions and hazards which independently, or in combination with my child's participation in the Activities, may cause accident resulting in death, injury, personal property loss, health conditions, or financial expenses as a result of accident, illness, medical care, or other sources of risk. I also acknowledge that there are demands of the Activities relative to my child's physical condition and skill level, and that not all risks related to the Activities are obvious or predictable.

_____ (Initials)

The risk of serious injury to my child due to participating in the Activities does exist, including the potential for permanent disability and death. I understand and fully acknowledge that my child's participation in the Activities is solely at our own risk, and I assume full responsibility.

_____ (Initials)

I ACKNOWLEDGE THAT IDEA WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY MY FAMILY IF MY CHILD IS INJURED WHILE PARTICIPATING IN CAMP RIO ACTIVITIES.

_____ (Initials)

Indemnity, Waiver, and Release of Liability Agreement

In consideration for my child being permitted to participate in the Camp Rio Activities, as the natural or adoptive parent and/or as the legal authorized guardian, I do hereby for myself, my spouse, my child, and on behalf of my/our heirs, personal representatives, and assigns, agree not to sue and hereby release, waive, discharge, hold harmless IDEA Public Schools and its officers, directors, employees, and volunteers, individually and collectively ("the Protected Parties"), from any and all liability, losses, claims, actions, suits, procedures, demands, rights, and causes of action of whatever nature, in law and equity, for any and all known or unknown, foreseen or unforeseen, bodily or personal injuries, death and permanent injury, illnesses, damage to property, or other losses, and any consequences thereof, including expenses, costs, and attorney's fees, as may be sustained by my child or me arising out of or in any way associated with my child's participation in the Camp Rio Activities, its related events and activities or travel incident thereto, whether by negligence, INCLUDING THE NEGLIGENCE OF THE PROTECTED PARTIES, or not, to the fullest extent permitted by law.

_____ (Initials)

ON BEHALF OF MYSELF, MY SPOUSE, MY CHILD, AND ON BEHALF OF MY/OUR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, I HEREBY AGREE THAT I WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS IDEA AND/OR THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY, OR PROPERTY DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO ANY CHILD PARTICIPANT(S)): (A) MY OR MY CHILD'S ACTS, OMISSIONS, OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY MY CHILD OR ANYONE ELSE; (B) MY CHILD'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OF MYSELF OR MY CHILD OCCURRING ON THE PREMISES; OR (D) MY OR MY CHILD'S USE OF ANY FIXTURES, EQUIPMENT, OR PERSONAL PROPERTY IN, ON, OR ABOUT THE PREMISES. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH IDEA AND/OR THE PROTECTED PARTIES HAVE BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. **MY INDEMNITY OBLIGATIONS EXTEND TO AND INCLUDE ALL CLAIMS, DEMAND, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF IDEA AND/OR THE PROTECTED PARTIES. I ACKNOWLEDGE AND STIPULATE THAT THE PROVISIONS IN THIS PROVISION COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND ARE CONSPICUOUS.**

_____ (Initials)

I RECOGNIZE THAT IDEA PUBLIC SCHOOLS AND ITS DIRECTORS, EMPLOYEES, AND VOLUNTEERS POSSESS IMMUNITY FROM LIABILITY AND SUIT UNDER TEXAS LAW, AND THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA PUBLIC SCHOOLS AND ITS DIRECTORS, EMPLOYEES, AND/OR VOLUNTEERS, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO IT/THEM UNDER APPLICABLE LAW.

_____ (Initials)

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge concerning COVID-19 is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects. Individuals reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Although IDEA has implemented preventive measures to aid in reducing the spread of COVID-19, IDEA cannot prevent you or your child from becoming exposed to, contracting, or spreading COVID-19 while participating in Camp Rio Activities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to allow your child to participate in the Camp Rio Activities and/or enter the Premises, you may be exposing yourself and/or your child to or increasing

the risk of contracting or spreading COVID-19.

_____ (Initials)

Assumption of Risk: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the potential risk of contracting COVID-19 for myself and/or my child in order for my child to participate in the Camp Rio Activities. My child's participation in the Camp Rio Activities is of such value to me and/or to my children that I accept the potential risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize IDEA's services and the Premises in person.

_____ (Initials)

Waiver of Lawsuit/Liability: I hereby forever release and waive my right to bring suit against IDEA Public Schools and its officers, directors, employees, and volunteers, in connection with exposure, infection, and/or spread of COVID-19 related to my child's participation in the Camp Rio Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

_____ (Initials)

Choice of Law: I understand and agree that the law of the State of Texas will apply to this agreement.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THE FOREGOING ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____

Date: _____

Name (Printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Signature: _____

Date: _____

Name (Printed): _____

Health Services

Will your child require the administration of any medication or medical procedure while participating in Camp Rio Activities? _____ Yes _____ No

If yes, please indicate the medication(s) and/or procedure(s) with times for administration:

Medication/Procedure	Time

Authorization for Emergency Medical Treatment

In case of accident, illness, or other emergency, I request that IDEA personnel contact me. If IDEA personnel cannot reach a parent/guardian after conscientious effort, I give permission for IDEA personnel to call emergency service providers or medical or dental service providers. If a life-threatening emergency exists, I give permission for IDEA personnel to immediately call emergency personnel and then contact me as soon as possible thereafter.

_____ (Initials)

In the event that I cannot be reached to give necessary medical consent, I grant permission for IDEA to arrange for all necessary emergency care for my child. I will be financially responsible for such care and for emergency medical transport. I authorize and consent to any X-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care, which, in the best judgment of a licensed physician or dentist, is deemed advisable. I agree to assume the financial responsibility for expenses incurred as a result of those services being provided.

_____ (Initials)

Participant’s Medical Information

Health Insurance Carrier: _____ Policy #: _____

Under the name of: _____ Relationship: _____

Name of Family Physician or Pediatrician: _____

Phone Number(s): (_____) _____ (_____) _____

Attach a photocopy of a current insurance card.

Parent Printed Name

Parent Signature

Date