**VOLUNTEER WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM**

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of the [Volunteer Program] (“Volunteer Program”), which is sponsored by [TWU Department] (“sponsor”), a department of Texas Woman’s University (“TWU” or “University”), I hereby release, waive, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, TWU, the Board of Regents for TWU, and their members, officers, agents, volunteers, or employees (“RELEASEES” 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 this Volunteer Program, while traveling to and from the Volunteer Program, or while on the premises owned, leased, or controlled by RELEASEES, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of RELEASEES.***
2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this Volunteer Program and I choose to voluntarily participate in this Volunteer Program with full knowledge that the Volunteer Program 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 and conduct in this Volunteer Program, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of INDEMNITEES.***
3. COVID-19. I expressly acknowledge the health risks and dangers associated with the transmission of the COVID-19 virus, and other communicable diseases, and recognize that exposure to the COVID-19 virus, or other communicable diseases, could occur during this Volunteer Program. As such, and as additional consideration for participation in the Volunteer Program, I understand the waiver and indemnity provisions in paragraphs (1) and (2) above apply to the possibility of COVID-19 community spread.
4. NO INSURANCE. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this Volunteer Program or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Sponsor does not carry general liability insurance to cover claims arising from this Volunteer Program so it seeks a waiver of claims as additional consideration for the right to participate so sponsor, a governmental unit of the State of Texas, can (a) provide the Volunteer Program 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.
5. BINDS HEIRS. 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.
6. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks associated with this Volunteer Program and RELEASEES 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 a medical professional at the medical facility, during my participation in this Volunteer Program 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, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES 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 or in 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, gross negligence, statutory fault, intentional torts, or strict liability of RELEASEES.***
7. I acknowledge that participation as a volunteer does not entitle me to any rights of employment at Texas Woman’s University.
8. I understand that I may be subject to a criminal background check by virtue of serving as a volunteer at Texas Woman’s University.
9. I understand that I will be required to comply with applicable Texas Woman’s University policies and training requirements.
10. In the event of a dispute over the meaning or application of this agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.
11. 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; sponsor 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 understand I can choose not to sign this document and free myself from its terms and the associated risks of the Volunteer Program by simply not participating in the Volunteer Program.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.**

**SIGNED** this day of , 20 .

**Volunteer Signature**:

**Printed Name**:

**Parent or Legal Guardian Signature**:

(If Volunteer is under 18 years old)

**Parent or Legal Guardian Printed Name**:

**In case of emergency, contact**

**At the following number**

(If Volunteer is under 18 years old)

**If the Volunteer has medical insurance, please indicate:**

**Insurance Company: Policy Number: Name of Primary Policy Holder: Please list any special services your child may require:**