

## ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Acknowledgment and Release Agreement (“Release”) is entered into as of the date of signature (**April 18, 2021**) between Angelo State University, a Texas public institution of higher education located in San Angelo, Texas (“University”) and the adult parent or guardian named below (“Guardian”), on behalf of such Guardian and the minor participant (“Minor”) named below.

1. **Activity.** Guardian desires Minor to enter the University campus and participate in a summer camp (**2021 Spring Clinic**) on University’s campus.
2. **Acknowledgment of Risk.** Guardian acknowledges that the nature of the Activity, including but not limited to activities held on the campus of University and all events associated with the Activity, may expose Minor to hazards or risks that may result in personal injury, illness, or death, caused by: (a) engaging in the Activity or events associated with Activity; (b) traveling via any means of transportation to or from the Activity or during the duration of the Activity; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Activity or related activities; or (d) exposure to other dangerous conditions associated with the Activity. Guardian further acknowledges that while University will follow all federal, state and local guidelines concerning the operation of the Activity in light of COVID-19, that attendance at the Activity inherently carries a risk of possible exposure to COVID-19, which may result in serious illness or death.
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 Minor; (c) Minor is physically and mentally able to participate in all aspects of the Activity or related activities; and (d) Minor is able to be in the presence of, as well as use, the materials, tools, supplies, or equipment or other items associated with or utilized during the Activity or related activities.
4. **Conduct and Compliance with Laws and Policies.** Guardian represents Minor will comply with all applicable federal, state, and local laws, and University operating policies and direction in Minor’s conduct while engaging in the Activity.
5. **Release of University.** Guardian understands and agrees that University cannot be expected to control or avoid all risks, including risks of exposure to communicable illness, associated with participation in the Activity and related activities; therefore, in consideration of the benefits Guardian and Minor will receive through Minor’s participation in the Activity on University’s campus, Guardian, on behalf of Guardian and Minor, does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDUCTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY MINOR’S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER PERSON RELATED THERETO.**
6. **Emergency Medical Treatment.** Guardian consents to any emergency medical treatment for Minor that may be required as a result of accident or illness arising out of participation in the Activity or related activities; provided, the cost of any such treatment, including any measures taken in response to isolation from suspected COVID-19 symptoms or other possible exposure requiring isolation, will be Guardian’s sole responsibility. Guardian acknowledges that University does not provide health and accident insurance for participants engaged in the Activity or related activities.
7. **Indemnification.** Guardian, individually and on behalf of Minor, agrees to indemnify, defend and hold harmless University and the Texas Tech University System, and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, related to, or resulting from any act or omission of Minor’s participation in the Activity, including but not limited to the negligent acts or omission of any Activity employee or other participant, any indirect employees or volunteer employees of the Activity, the University or any staff or faculty of the University, or any liability arising from the Minor being exposed to or testing positive for COVID-19 while on the campus of University. The indemnification obligations set forth in the Contract will survive termination or expiration of the camp/conference agreement.
8. **Guardian, on behalf of Minor, expressly assumes all risk of injury and illness from Minor’s participation in the Activity.**
9. **Notification in Event of Positive COVID-19 Case.** In the event that Minor (a) tests positive for COVID-19 while Minor is participating in Activity or within fourteen (14) days prior to Activity, or (b) has been in close contact with someone

that tests positive for COVID-19 during the Activity or within fourteen (14) days prior to Activity, then Guardian shall immediately notify their Activity contact and University Officials, take immediate action to quarantine the Minor, remove Minor from the University immediately, and assist University in identifying any other persons on the University campus who may have come in contact with Minor during their participation in the Activity. University shall not be responsible for any refund of Activity fees due to Minor being removed from Campus due to the implementation of COVID-19 measures prior to the completion of the Activity.

- 10. Compliance with Further Guidelines.** Due to the changing nature of the COVID-19 pandemic, Guardian will monitor and comply with further CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
- 11. Miscellaneous.** This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. The sole proper place of venue for any dispute arising out of this Release shall be in Tom Green County, Texas. By their signature below, Guardian now agrees to be bound by the terms of this Release for the duration of the Activity or related activities, whether such Activity began prior to, on, or after the Effective Date.

**Minor:**

\_\_\_\_\_  
Minor's Printed Name

\_\_\_\_\_  
Minor's Cell Phone Number (if any)

**Guardian, individually and on behalf of Minor**

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Guardian's Relationship to Minor

\_\_\_\_\_  
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 Minor

\_\_\_\_\_  
Alternate Emergency Contact Number/Email



# Angelo State University

## Camp Medical Information Form

Camp Name: \_\_\_\_\_ Dates: \_\_\_\_\_

Camper's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: M ☐ F ☐

Cell/Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Emergency Contact Information

Contact #1: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Contact #2: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

***All information regarding healthcare providers and medical history will be kept in strict confidence and will only be shared in case of an emergency to provide and/or seek appropriate medical treatment.***

### Healthcare Provider Information

Physician's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Health Insurance Co: \_\_\_\_\_ Policy #: \_\_\_\_\_

Identification #: \_\_\_\_\_ Group #: \_\_\_\_\_

***\*\*Please include copy of insurance card\*\****

***I understand that if I am at all uncertain about any pre-existing medical conditions or my ability to participate in the prescribed camp activities, it is my obligation to consult with my personal physician prior to participating in this camp.***

I understand that the information requested on this form is intended to help inform camp staff of any pre-existing medical, mental, or physical conditions that I may have and that I am responsible for providing an accurate history. I also understand that my failure to disclose relevant information may result in harm to me and/or others during this camp.

I understand that by revealing or disclosing the requested information below it will not be used to determine my ability to participate safely in activities. I understand that, if I choose to participate in activities, I do so voluntarily and of my own accord and the final decision regarding participation is solely my responsibility.

Camper's Name: \_\_\_\_\_

**Medical History Information**

Please answer each question below and explain as indicated if you answer “yes” to any question.

Currently taking any medication?

Name of Medication	Strength	Dosage	Frequency	Special Instructions

Will the medication interfere with ability to safely participate in this camp?

Yes ☐ No ☐

If yes, please indicate the medication and possible mental/physical side effect or impact:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List a history of, or any medical condition that you or your doctor feels would limit camp participation?

Yes ☐ No ☐

If yes, please identify condition and explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any allergies or reactions to foods, medications, insect stings, plants, or other materials?

Yes ☐ No ☐

If yes, please explain condition and course of treatment:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please include any additional medical issues or concerns you feel are important. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***I understand that I will need to notify the Camp Director if any changes occur pertaining to my medical, mental, or physical condition prior to the scheduled camp.***

## Authorization of Treatment and Medical Release Form

I understand and agree that camp staff may, but are not obligated to, administer over-the-counter medications and/or provide first aid for minor injuries and that such treatment **will not** be done under the supervision of a healthcare provider or medical practitioner.

In case of illness or medical emergency occurring during participation in a camp or related activity, the university, camp sponsor, and their employees, volunteers, or agents may, but are not obligated to, take actions to secure whatever treatment it considers to be warranted under the circumstances. Every effort will be made to notify an emergency contact prior to treatment but this may not be practical. Before medical treatment can be provided, we are required to have a signed medical release to present to the medical provider at the time of treatment.

I \_\_\_\_\_ (*Camper's Name*) hereby authorize Angelo State University, the camp sponsor, and their employees, volunteers or agents, while participating in this camp, to administer over-the-counter medications or provide first aid treatment and to select medical treatment on my behalf to include giving permission to medical personnel to administer treatment in the event of illness or medical emergency; to release any records necessary for insurance purposes; and to provide or arrange related transportation and I agree to be solely responsible for any and all costs related to that treatment.

**I certify that all of the information provided in my medical history is correct and that I am able to participate in all prescribed camp activities. By signing my name below, I understand and agree to all the terms of this authorization and hereby give permission for this form to be printed as proof for medical treatment authorization.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If the participant is under 18 years old; I certify as the parent or legal guardian, that as far as I know, all of the information provided in my child's medical history is correct and my child has permission to participate in all prescribed camp activities. Furthermore, I have read, understand, and agree to the terms of this authorization as indicated by my signature and hereby give permission for this form to be printed or copied as proof for my child's medical treatment authorization.**

Name (Print) \_\_\_\_\_  
(*Parent/Legal Guardian*)

Signature \_\_\_\_\_ Date \_\_\_\_\_



# Angelo State University

## Photography, Video, and Sound Recording Release

During university sponsored events, the images and/or voices of participants may be recorded in various media that are produced to chronicle or market university events.

I \_\_\_\_\_ hereby grant Angelo State University and the Texas Tech University System the right to record my voice and likeness for use in a print or media production and to make unlimited use of the photographs, videos, and/or sound recordings.

I understand the photographs, videos, and/or sound recordings may be published or distributed by means of a print publication, the internet, video recording, broadcast, podcast, cablecast, film or any similar electronic or mechanical method.

I agree that I do not own the copyright of the photographs, videos, and/or sound recordings and waive any right to inspect or approve the final uses of the photographs, videos, and/or sound recordings.

**I certify that I am at least 18 years old, have read and understand the terms of this agreement, and am legally bound to its terms as evidence by my signature.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If the participant is under 18 years old, I am signing as the parent or legal guardian and have read and understand the terms of this agreement and am legally bound to its terms as evidence by my signature.**

Name (Print) \_\_\_\_\_  
(Parent/Legal Guardian)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Initial Arrival COVID-19 Pre-Screening Questionnaire  
(2021 Spring Clinic at ASU)**

**CAMPER:** \_\_\_\_\_ **SPORT:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**PARENT/GUARDIAN:** \_\_\_\_\_

- 1. Has the camper traveled outside of the United States in the last 14 days?**

**Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

**If yes, where:** \_\_\_\_\_ **By air or ground** \_\_\_\_\_

- 2. Has the camper been tested for COVID-19? Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

**If yes, were you asked to self-quarantine? Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

**If yes, did you complete the self-quarantine? Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

- 3. Has the camper had contact with anyone with confirmed COVID-19 or symptoms associated with COVID-19 in the last 14 days?**

**Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

- 4. Has the camper had any of the COVID-19 symptoms appear in the last 14 days such as (fever >100, fever within the last 24-48 hours, cough, shortness of breath, chills, repeated shaking and chills, muscle pain, sore throat, worsening headache, new loss of taste and smell)?**

**Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

**I affirm that the above information is correct to the best of my knowledge.**

**I understand that if any of the above information changes I am responsible to report changes to the camp operator or staff ASAP. I understand that if changes occur I may be required to do additional screening and/or testing.**

**I have read and understand the ASU Summer Day Camp Acknowledgement document set forth by the ASU Athletic Department and understand that it is my responsibility to follow said guidelines to the best of my ability.**

**Signature:** \_\_\_\_\_ **Date:** 4-18-2021  
(parent / legal guardian)