****

UNIVERSITY POLICE DEPARTMENT

Department of Security & Police

**Texas A&M University Police Department**

**Waiver, Indemnification and Medical Treatment Authorization Form**

I, \_\_\_\_\_\_\_\_\_\_\_**\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in consideration of being allowed to accompany the Texas A&M University Police on official patrols (herein referred to as “activity”), hereby release, waive, discharge, and agree not to sue, Texas A&M University, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, officers, servants, agents, volunteers, and employees (herein referred to as RELEASEES or INDEMNITIES) from any and all liability, causes of action, claims, demands, costs, or damages, including attorney’s fees, arising from or resulting from property damage, personal injuries, or death sustained by me or my property while accompanying the Texas A&M University Police, ***including injuries sustained as a result of the sole, joint or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES***. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

I am fully aware that there are inherent risks to myself and others involved with this activity, including injuries and 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 ***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 actions and participation in said activity.

I understand that RELEASEES do 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. Texas A&M University does 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.

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.

I understand RELEASEES cannot be expected to control all of the risks articulated in this agreement and RELEASEE 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 a 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, 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, statutory fault, or strict liability of RELEASEES***. In understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

UPD-A-10-A (05/12) 1

In addition, I make the following representations and acknowledgments upon which I intend Texas A&M University to rely:

1. I understand and agree that while accompanying any officer, agent, or employee of Texas A&M University during his/her law enforcement patrols, I am to be only a lay observer and bystander with no active role whatsoever, and that I will have and am given no duties, rights, powers, or authority other than those conferred by law upon any other person in similar circumstances as may arise from time to time, and will under no circumstance interfere with the officers or offer any advice or counsel to any person being questioned, investigated, taken into custody, or arrested by any officer.

2. Neither will I be considered an agent, servant, nor employee of Texas A&M University; and thus I will not be covered by the University for any worker’s compensation, death, or disability benefits.

3. I realize that I may, at unpredictable times, be placed in foreseeable or unforeseeable positions of considerable danger that could result in injury, severe injury, permanent disability, death, mental anguish, stress disorder, mental disability, or permanent mental disability, and agree that neither Texas A&M University nor any of its officers or employees shall be obligated to take any steps or actions to protect my person or provide a means of withdrawal or retreat for me, and I hereby release them from any duty to do so, intending hereby to willfully and voluntarily assume all risk inherent in any situation and under any circumstances that may arise incident hereto.

4. I agree that any information I may gain will be used by me only for my personal educational purposes except when I am summoned as a witness in any administrative or court proceeding.

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; Texas A&M University 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 activity by simply not participating in the activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER**

**OF VALUABLE LEGAL RIGHTS.**

**CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date of Birth

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Driver’s License Number

Sworn to and subscribed before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of Texas

UPD-A-10-B (05/12) 2