

PHOTO/TESTIMONIAL RELEASE FORM

PERMISSION TO USE IMAGE/TESTIMONIAL DATA

I, _____, give Texas State University and/or the Texas State University System (herein, "Texas State"), its employees, designees, agents, independent contractors, legal representatives, successors and assigns, and all persons or departments for whom or through whom it is acting, the absolute right and unrestricted permission to take, use my name, testimonial and biographical data and/or publish, reproduce, edit, exhibit, project, display and/or copyright photographic images or pictures of me or my child(ren), whether still, single, multiple, or moving, or in which I (they) may be included in whole or in part, in color or otherwise, through any form of media (print, digital, electronic, broadcast or otherwise) at any campus or elsewhere, for art, advertising, recruitment, marketing, fund raising, publicity, archival or any other lawful purpose.

I waive any right that I may have to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to me or my child(ren) or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image or product.

I release and agree to hold harmless/liable Texas State, its Board of Regents, officers, employees, faculty, agents, nominees, departments, and/or others for whom or by whom Texas State is acting, of and from any liability by virtue of taking of the pictures or using the testimonial/biographical data, in any processing tending towards the completion of the finished product, and/or any use whatsoever of such pictures or products, whether intentional or otherwise.

I certify that I am at least 18 years of age (or if under 18 years of age, that I am joined herein by my parent or legal guardian) and that this release is signed voluntarily, under no duress, and without expectation of compensation in any form now or in the future.

Name (Please print)

Signature of parent or legal guardian if
under 18 years of age

Signature

Date

Witness

Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Adults)

Participant Name (Print): _____

Organization: _____

Description of Activity: _____

Location of Activity: _____

Activity Dates: FROM: _____ TO: _____

This is a Release of Liability, Indemnification and Assumption of Risk Agreement. You must initial and sign and return this Agreement before you may participate in the Activity. This Agreement cannot be altered or modified by any verbal or written statements.

Initial Releases: The "Releasees" in this Agreement are the Texas State University System ("System") and the _____ (Name of Institution), and its governing board, and the officers, employees, and representatives of the System and the Institution.

Initial Assumption of Risks: I am eighteen years of age or older and have voluntarily applied to participate in the Activity. I acknowledge that the nature of the Activity may expose me to certain hazards or risks that may result in my illness, personal injury, or death, and/or the loss of my personal property and I understand and appreciate the nature of such hazards and risks. In consideration of my participation in the Activity, I hereby accept all risk to my health, including injury or death, and the risk of loss of any personal property that might result from my participation in the Activity and/or from the acts of others.

Initial Release: In consideration of my participation in the Activity, I hereby release and discharge the Releasees from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity, and whether caused by the negligence of the Releasees or otherwise.

Initial **INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY. THE INDEMNITY OWED BY ME IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.**

Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

_____ Intent: I intend that this Agreement bind not only me but also my personal representatives, estate,
Initial heirs, next of kin, and assigns. I intend this as a release, discharge, and promise not to sue
the Releasees. I agree that this Agreement will be construed in accordance with the laws of
the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS
AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PERSONAL PROPERTY THAT
OCCURS WHILE PARTICIPATING IN THE ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE
RELEASEES FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO
PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Signature of Participant

Date

Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Minors)

Name of Minor (Print): _____

Name of Parent/Guardian (Print): _____

Relationship to Minor (Print): _____

Organization: _____

Description of Activity: _____

Location of Activity: _____

Activity Dates: FROM: _____ TO: _____

This is a Release of Liability, Indemnification and Assumption of Risk Agreement. You must initial and sign and return this Agreement before you may participate in the Activity. This Agreement cannot be altered or modified by any verbal or written statements.

Initial Releases: The "Releasees" in this Agreement are the Texas State University System ("System") and the _____ (Name of Institution), and its governing board, and the officers, employees, and representatives of the System and the Institution.

Initial Assumption of Risks: I am the parent or legal guardian of Minor and I am eighteen years of age or older. I voluntarily give permission for Minor to participate in the Activity. I acknowledge that the nature of the Activity may expose Minor to certain hazards or risks that may result in Minor's illness, personal injury, or death, and/or the loss of Minor's personal property and I understand and appreciate the nature of such hazards and risks. In consideration of Minor's participation in the Activity, I hereby accept all risk to Minor's health, including injury or death, and the risk of loss of any personal property that might result from Minor's participation in the Activity and/or from the acts of others.

Initial Release: In consideration of Minor's participation in the Activity I, individually and as the parent/guardian of Minor, release and discharge the Releasees from any and all liability to Minor, me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my or Minor's property and for any and all illness or injury to Minor's person, including death, that may result from or occur during Minor's participation in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity, and whether caused by the negligence of the Releasees or otherwise.

Initial **INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MINOR'S PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY OR MINOR'S LOSS OF PROPERTY, MINOR'S PERSONAL OR BODILY INJURY OR DEATH, MINOR INJURING ANOTHER PERSON AND/OR MINOR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY. THE INDEMNITY OWED BY ME**

Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

_____ Intent: I intend that this Agreement bind not only me but also my personal representatives, estate,
Initial heirs, next of kin, and assigns. I intend this as a release, discharge, and promise not to sue
the Releasees. I agree that this Agreement will be construed in accordance with the laws of
the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MINOR'S INJURY OR DEATH OR DAMAGE TO MY OR MINOR'S PERSONAL PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE RELEASEES FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY THE MINOR'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Signature of Legal Parent/Guardian

Date

HEALTH FORM - Confidential

To be filled out by the participant (or parent if participant is under 18)

All fields are required; please indicate if a field is not applicable. If needed, use additional paper.

Activity/Program:			
Date(s) of Activity/Program:			
Participant Name:			
TXST "A" Number (ID # if current student, staff, or faculty):			
University netID (email):		Best Contact Number:	
Address:		City:	
State:		Zip Code:	
Email:		Gender:	
Birthdate:	Age:	Weight:	Height:
Emergency Contact			
Name:		Relationship:	
Best Contact Number:			
General Medical History			
Please check any of the following conditions (past or present) that could affect the health and safety of yourself or others during participation in this activity/program:			
<input type="checkbox"/> Yes <input type="checkbox"/> No Diabetes or thyroid problems <input type="checkbox"/> Yes <input type="checkbox"/> No Epilepsy, seizure or convulsions <input type="checkbox"/> Yes <input type="checkbox"/> No Any problems with vision or hearing; do you regularly use glasses or contact lenses? <input type="checkbox"/> Yes <input type="checkbox"/> No Headaches, dizzy spells, fainting, blackouts <input type="checkbox"/> Yes <input type="checkbox"/> No Palpitation of the heart, irregular heartbeat, heart murmurs or cardiac problems? <input type="checkbox"/> Yes <input type="checkbox"/> No Frequent abdominal cramps, severe menstrual cramps			
Clarifying information on any checked items:			
Primary Physician's Information			
Physician Name:		Physician Phone Number:	
Muscle/Skeletal Injuries (last 12 months)			
<input type="checkbox"/> Yes <input type="checkbox"/> No Chronic pain in neck, back, legs, arms, shoulders <input type="checkbox"/> Yes <input type="checkbox"/> No Broken bones, joint dislocations, serious sprains or weakness of muscles <input type="checkbox"/> Yes <input type="checkbox"/> No Any severe injury to head, chest or internal organs			
Clarifying information on any checked items:			
Fitness Levels			
Which most closely describes your exercise routine? (circle one)			
Rarely (0-1 times a week)	Occasionally (2-3 times a week)	Routinely 4 or more times a week	
Medications			
Please list ALL medications (over-the-counter and prescribed), and reason for taking:			

Personal History

- Yes No Do you have any disabilities? (Please specify):
- Yes No Do you have any fears or phobias? (please specify):
- Yes No Do you smoke? If yes, how much/often?
- Yes No Do you drink? f yes, how much/often?
- Yes No Do you use illegal drugs or steroids?
- Yes No Are you currently under care of a physician for any reason? (Please specify):
- Yes No Do you have dietary restrictions? (please specify):

Allergies

- Yes No Any known allergies? (IF no, skip to Fitness Levels)
If yes, list all known allergies (Please specify severity of allergic response and level of contact with allergen):
- Yes No Do any of the known allergies cause anaphylaxis? If yes, please list:
- Describe the allergic reaction and what should be done to manager it:
- Yes No Will you be carrying an epinephrine auto-injector during this program/activity? Please note this may be a requirement based on the answers in this section.

Asthma

- Yes No Have you ever had any asthma signs/symptoms. If yes, complete rest of this section. If no, skip to "medications"
What induces your asthma? Please be specific:
- Yes No Are you carrying an inhaler with you? Please note this may be a requirement based on the answers in this section.

Other Information

Is there any other information we should know?

Yes No Does Texas State University have your permission to administer Aspirin, Acetaminophen, or Ibuprofen during this program/activity if necessary?

Yes No Does Texas State University have your permission to administer medical assistance during this program/activity if necessary? Please note that this is a requirement for participation in this program/activity.

Release (to be signed by parent or guardian of participants under the age of 18)

I hereby authorize and give full consent to Texas State University to act on my behalf in the event I cannot be contacted, to enable prompt care and attention in case of illness or accident incurred by my daughter/son or myself.

Parent/Guardian Signature (if under 18 years old) _____ Date _____

Participant Signature Date _____ Date _____

Texas State University
Authorization for Medical Treatment For Minors

I, _____, the _____ of _____,
(name of parent/legal guardian) (relation to child) (printed name of child)

give the Minor named above permission to use transportation provided by Texas State University and to participate in this Texas State University hosted/sponsored activity. The Minor has my permission to participate in all activities related to this event.

I also give permission to an authorized Texas State University representative to furnish such medical care as the Minor named above may require. Emergency treatment, i.e., treatment in the event of serious illness/injury or the need for hospitalization and/or major surgery, is also granted. The Texas State representative will use all reasonable efforts to contact the emergency reference names herein. Failure of such efforts, however, should not prevent the representative from providing such medical and/or emergency treatment as may be necessary for the best interest of the life of the Minor named above. I further understand and agree that Texas State University is not liable, financially or otherwise, for any costs incurred as a result of such medical and/or emergency treatment provided to the Minor named above.

In consideration for providing or securing medical care or treatment to the above-named Minor, I, individually and as the parent/guardian of the above-named Minor, release, discharge, and agree not to sue any of the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including without any limitation any claims of negligence, arising out of the medical care or treatment provided or secured for the above-named Minor.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE in providing or securing medical care or treatment to the above-named Minor.

Please complete the section below.

Name of Insurance Company: _____ Policy # _____

Name of Family Physician: _____ Phone # _____

In case of emergency, contact _____

Work # _____ Home # _____ Relation to child _____

Second Contact _____

Work # _____ Home # _____ Relation to child _____

Printed Name (Parent or Legal Guardian)

Date _____

Signature (Parent or Legal Guardian)