

**Texas State University – FACTS Course**  
**Report of Medical History and Consent to**  
**Treatment**

**Participant Information**

Last Name	First Name
Gender Female <input type="checkbox"/> Male <input type="checkbox"/> Other <input type="checkbox"/>	Date of Birth
Address	City
State	Zip
Phone Number	Email

**Emergency Contact Information**

Name
Phone Number
Relationship

**Participant Medical History (Please check the appropriate response)**

Any Drug Allergies?	Yes	No
If Yes, please list:		
Any allergies to foods, materials, bee stings, other?	Yes	No
If Yes, please list:		
Please list any prescriptions medication that you or your child (if participant is a minor) routinely take:		
Please list any additional medical information we should be aware of:		

I certify to the best of my knowledge that the information on this form is true and accurate. In the event of an emergency, I authorize Texas State University and its FACTS Course to take me to a medical facility, as necessary, to administer medical and surgical services and to perform routine and emergency diagnostic and therapeutic procedures as deemed necessary by duly licensed medical personnel. I understand that the cost of such services is my sole responsibility.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Relationship

**Activity Release of Liability, Indemnification and Assumption of the Risk Agreement**

Participant Name (Print): \_\_\_\_\_  
Legal Guardian (Print): \_\_\_\_\_  
Organization: FACTS  
Activity: Workshop  
Activity Dates:

**This is a Release of Liability, Indemnification and Assumption of Risk Agreement. Read it carefully, initial to the left of each section, and sign below. Completion of this form is required before you can participate in the Activity. This document cannot be altered or modified by any verbal or written statements.**

Releasees: The Board of Regents, The Texas State University System, Texas State University, and all regents, employees, agents, and officers for these entities.

Assumption of Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in this Activity. I am aware of the risks and hazards connected with the Activity, and I elect to allow myself to participate voluntarily and engage in this Activity knowing that the Activity may be hazardous to my property and myself. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in this Activity, whether or not based on the negligence or other wrongful conduct of Releasees.

INDEMNIFICATION: I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, INCLUDING COURT COSTS AND ATTORNEY'S FEES, THAT THEY MAY INCUR DUE TO MY PARTICIPATION IN THIS ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEEES FROM LOSSES THEY MAY INCUR AS A RESULT OF MY INJURIES OR MY INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.

Release: In consideration for facilitating my participation in the Activity described above (hereafter Activity), I release, discharge, and agree not to sue Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to my property and any injury, including death, that I may sustain whether or not caused by the negligence of the Releasees, while participating in the Activity, supervised or unsupervised, or while in transportation to and from the Activity.

Intent: I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement should be construed in accordance with the laws of the State of Texas.

**Activity Release of Liability, Indemnification and Assumption of the Risk Agreement**

\_\_\_\_\_  
Free Act: I acknowledge that I have read and understand this Activity Release of Liability, Indemnification and Assumption of Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

I certify that I am over 18 years of age and the legally competent to sign this Agreement.

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Signature

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Date

## **PHOTOGRAPHY RELEASE AND INDEMNITY**

Releasees: The Texas State University System Board of Regents, Texas State University, their administrators, employees, representatives and agents. (Texas State)

Consent: For good and valuable consideration, I hereby grant to Texas State full and complete rights to the use of my image (still photograph or video), with or without the use of my name, in print and electronic publications or productions promoting Texas State, Texas State University System, its colleges and/or programs. This release is given without charge to or any remuneration from Texas State.

I authorize Texas State to (a) record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium; and (b) Use my name in connection with these recordings. I hereby irrevocably assign, transfer, release and convey to Texas State, in perpetuity, throughout the universe, a nonexclusive and royalty-free license to use the recordings above, as well as all intellectual property rights embodied in or pertaining to any of the foregoing and the complete right to exploit or otherwise use those recordings, in any form of medium, expression or technology now known or hereafter known or developed.

I waive the right to inspect or approve any reproduction of my physical likeness or voice or voice recording, and I release and discharge Texas State and Board of Regents, officers, agents and employees from all claims in connection with the use of my physical likeness, voice, and name.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other University publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I understand that all recordings, in whatever medium, shall remain the property of Texas State.

**Release:** I hereby release and hold Texas State free and harmless from any claims of copyright, libel, slander, invasion or violation of privacy or other similar rights that I may hold or assert. I release Texas State and those acting pursuant to its authority from any and all liability for any violation of any personal, intellectual or proprietary right I may have in connection with such use by Texas State. I intend this Release also to bind the members of my family, my heirs, assigns and personal representatives. This release includes all claims, whether or not caused by Texas State's negligence.

**Indemnity:** I also agree to indemnify and hold Texas State harmless from any loss, damage, liability, or costs that they may incur from the university's use of my image, name, or voice.

I understand that all such recordings, in whatever medium, shall remain the property of Texas State. I have read and fully understand the terms of this release.

Name of participant: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Signature of participant: \_\_\_\_\_