

STUDENT WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE: In consideration for receiving permission to participate in any and all activity(ies) of US Dairy Education and Training Consortium (herein referred to as “activity(ies)” and described in part but not limited to the itemized activity(ies) set forth in paragraph #2), which is sponsored by Consortium members (herein referred to as “organization”), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes organization, The Consortium and their members, officers, servants, agents, volunteers, or employees (herein referred to as 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 such activity(ies), while traveling to and from the activity(ies), or while on the premises owned, leased or utilized by agreement or other authorization by RELEASEES, *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 understand that I am not becoming an employee, agent or independent contractor of the Consortium by attending any of the programs or site visits. By participating in this project, I agree to the nature of this relationship and the following terms, which affect my legal rights.

2. ACTIVITY(IES): Including but not limited to; Field trips to area dairy farms to observe activities typically performed during daily routine of large dairy operations; Clinical examination of dairy cows, heifers or calves, obtaining specimen (blood, urine, feces) for laboratory examination; Examination and training on proper milking routines (pre-dip, strip, hang detach and post-dip) udder preparation, attaching milking machines, taking milk samples for quality control, treatment protocols, evaluation of completeness of milking and any other routine



milking procedure for either healthy cows or in hospital barn environments; Observation and evaluation of cows in their living environments (corrals, free stall barns, pens and or other facilities) for things such as including but not limited to behavior, body condition, corral conditions, manure evaluation, hoof health and gate and other observations to be made within and not outside the cows, heifers and calves living environments. Prior to visiting any dairy, students will be instructed and evaluated on safe animal handling procedures and recognition of animal behavior; Perform exams including but not limited to reproductive exams and practice the skills of artificial insemination of dairy cows in their cows living environments; Observe and evaluate feeding practices of dairy cows through examination and observation in close proximity of all equipment (loaders, feeder wagons, feeder trucks, tractors, feed-out trucks, scrapers, pushers, and other equipment utilized for the purpose of feeding dairy cows, heifers and calves) and practices utilized to provide rations to dairy cows recognizing and observing in the process all standard safety protocols and procedures such as log-out tag-out and others as specified in our dairy safety video series; Laboratory sessions with specimen of cows (tissues, and others including but not limited to blood and semen) obtained from slaughterhouse facilities including but not limited to laboratory examinations on bovine reproductive tracts, mammary gland tissues, feet and other tissues as deemed necessary for instructional purposes such as injection site lesions and others. Standard laboratory safety protocols and instructions of lab safety protocols will be observed.

3. INDEMNITY CLAUSE: I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to *physical injury, mental anguish, disease transmission, property damage and even 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 associated persons and the property of others. I acknowledge there may be physically strenuous activities and there is 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 in*



said activity, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.

This Release is executed in favor of The Consortium, its members, its affiliated organizations, project partners, directors, officers, employees, and agents. I understand that my involvement may include, but may not be limited to, traveling to and from facilities that are not under the control of the Consortium. I understand that these facilities are owned and operated by third parties and I hereby agree that this release shall accrue to the benefit of any facility owners, operator and affiliated or associated persons unless I have revoked it in writing.

4. NO INSURANCE: I understand that RELEASEES are not required to, and may 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. Organization is not required to, and may 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 so organization, can (a) provide the activity 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. *I understand the risks and voluntarily execute this Release.*

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. I affirm that I have informed my accompanying dependents/companions of the fact that the Consortium assumes no responsibility.

6. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER: I understand RELEASEES cannot be expected to control the risks articulated in this form 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 activity with the understanding that the cost of any such treatment will be ***my sole 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 but not limited to 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***. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct

7. 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; ***organization 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 and choosing some other activity available to me that has a lower level of risk to me. I further understand this is a voluntary activity. While I understand alternative activities are available to me that do not have the risks associated with this activity I still desire to voluntarily engage in this activity.

8. ASSUMPTION of RISK: I understand that my participation with the Consortium may include activities and circumstances that may be hazardous to me, including, but not limited to travel and inspection of various agriculture operations. ***I hereby expressly and specifically assume the risk of injury or harm in these circumstances and I am not looking to the***



US Dairy Education and Training Consortium

2471 TAMU
College Station, TX 77843-2471
979-845-5709
<http://usdetc.tamu.edu>

Page 5 of 5

Consortium or its staff and volunteers to undertake any duties for my safety and protection. I agree to undertake all actions necessary for my own safety.

By signing this form I acknowledge that I have read and understood the above waiver.

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.

CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

SIGNED this _____ day of _____, 20_____.

Participant Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

Parent or Legal Guardian Signature: _____

(If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____

(If Participant is under 18 years old)

This document should remain on file for two years after the date of event.

