



**EAST TEXAS RURAL ELECTRIC YOUTH SEMINAR**  
**DELEGATE AGREEMENT**  
(Informed Consent, Authorizations, Indemnification and Releases)

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Delegate and Guardian hereby affirm and acknowledge that Delegate has voluntarily agreed to participate in ETREYS, and Guardian has voluntarily agreed to permit Delegate's participation in ETREYS. Having carefully considered the risks involved with participating in ETREYS, Delegate hereby agrees to participate in ETREYS, and Guardian hereby provides his/her informed consent and authorization for Delegate to participate in ETREYS.

## **2. ETREYS Participation Not a Right**

Delegate and Guardian acknowledge and understand that participation in ETREYS is at the pleasure and sole discretion of the Delegate's sponsoring Cooperative and ETREYS Staff. Delegate may be dismissed from ETREYS at any time if the Delegate's sponsoring Cooperative and/or ETREYS Staff determines that Delegate's dismissal is in the best interest of ETREYS.

## **3. Agreements of Release and Indemnity**

FURTHER, IN CONSIDERATION OF BEING INVITED TO PARTICIPATE IN ETREYS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, DELEGATE AND GUARDIAN RELEASES, AND AGREES NOT TO BRING ANY CAUSE OF ACTION AGAINST THE ETREYS PARTIES, THE HOSTING SITE (UNIVERSITY, HOTEL, CONVENTION CENTER, HIGH SCHOOL) ON WHOSE PREMISES ETREYS WILL OCCUR (HEREINAFTER THE "LOCATION") THE AFFILIATES OF THE COOPERATIVES, AND THE RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, MEMBERS, AGENTS AND EMPLOYEES OF THE PROCEEDING PARTIES (HEREINAFTER COLLECTIVELY "RELEASED PARTIES") FOR LIABILITY OR CLAIMS OF ANY NATURE, INCLUDING LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH, SUFFERED BY DELEGATE IN ANY WAY RELATED TO DELEGATE'S ENROLLMENT IN, PARTICIPATION IN, OR TRANSPORTATION RELATED TO ETREYS. IN ADDITION, DELEGATE AND GUARDIAN AGREES TO INDEMNIFY THE RELEASED PARTIES (THAT IS DEFEND THEM, INCLUDING SATISFACTION OF LIABILITIES, COSTS AND ATTORNEY'S FEES) FROM CLAIMS BROUGHT BY DELEGATE OR GUARDIAN, MEMBERS OF DELEGATE'S FAMILY AND ANY OTHER PERSON ARISING OUT OF DELEGATE'S ENROLLMENT IN, PARTICIPATION IN OR TRANSPORTATION RELATED TO ETREYS. THE CLAIMS WHICH ARE THE SUBJECT OF THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE THOSE ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTIES. THE ACTIVITIES INTENDED TO BE COVERED BY THIS AGREEMENT OF RELEASE AND INDEMNITY INCLUDE ALL ACTIVITIES ASSOCIATED WITH ETREYS, INCLUDING ACTIVITIES AT OR AWAY FROM THE LOCATION, TRANSPORTATION TO AND FROM ALL ETREYS RELATED ACTIVITIES, AND ANY TYPE OF TRANSPORTATION AT THE LOCATION OR ANY PREMISES UTILIZED BY ETREYS.

## **4. Responsible for Action/Damages**

Delegate and Guardian acknowledge and understand that they will be responsible for any costs that may result from Delegate's/Guardian's actions or failure to act and agree to fully assume responsibility for any consequences that may result from Delegate's/Guardian's actions or failure to act while participating in ETREYS.

## **5. Use of Likeness, Grant and Release**

Delegate and Guardian hereby consent to the ETREYS Parties capturing images or sound recordings in any form of Delegate in connection with Delegate's participation in ETREYS. Further, Delegate and Guardian hereby assign and grant to the ETREYS Parties, as well as their authorized representatives, the right and permission to use any images or sound recordings of Delegate captured in any form by the ETREYS Parties or provided to the ETREYS Parties by Delegate or Guardian (collectively, "Likeness") and releases the Released Parties from any and all liability that may arise from the use or publication of Delegate's Likeness in any form known or unknown.

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Delegate and Guardian further authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, and/or distribution of said Likeness without limitation at the discretion of the ETREYS Parties, and specifically waive any right to any compensation they may have for any of the foregoing.

**6. ETREYS Code of Conduct**

Delegate shall abide by the following “ETREYS Code of Conduct”:

- Delegates shall follow the instructions provided by ETREYS Staff.
- Delegates must participate in all aspects of ETREYS and follow the daily schedule.
- A Delegate shall not be in possession of any cigarettes, e-cigarettes, tobacco products of any kind, alcohol, non-prescribed drugs, weapons, or pornographic materials.
- A Delegate shall refrain from using any language which is foul, offensive, sexist, racist or demoralizing.
- A Delegate is not allowed to enter the dormitory rooms of a Delegate of the opposite sex and at no time allowed to be alone with a Delegate of the opposite sex in his/her dormitory room.
- A Delegate shall not leave his/her dormitory room after curfew without first consulting with a member of the ETREYS Staff.
- A Delegate shall refrain from inappropriate physical contact with other Delegates, ETREYS Staff, or others.
- A Delegate shall refrain from behavior that causes any disruptions or distractions during ETREYS' activities.
- A Delegate shall refrain from any behavior that can be construed as harmful to or that threatens the immediate safety of self, other Delegates, ETREYS Staff or others.
- A Delegate shall refrain from behavior which causes damage or vandalizes property of any type.

Delegate and Guardian acknowledge that they have read the above ETREYS Code of Conduct and agree to adhere to it and any other rules, policies or instructions that may be provided to Delegate/Guardian in written or oral form by ETREYS Staff. **Delegate and Guardian acknowledge and understand that any violation of the ETREYS Code of Conduct may result in Delegate's dismissal from participation in ETREYS.**

Delegate Initials: \_\_\_\_\_ Guardian Initials: \_\_\_\_\_

**7. Costs/Transportation Upon Dismissal/Inability to Participate**

Delegate and Guardian acknowledge and understand that in the event Delegate is dismissed from ETREYS or is no longer able to participate in ETREYS for medical or any other reason the ETREYS Staff will contact Guardian to arrange for Delegate's departure from ETREYS. Delegate/Guardian shall be responsible for any and all costs associated with Delegate's dismissal or inability to participate in ETREYS, including but not limited to any necessary housing or transportation costs incurred by the ETREYS Parties. ETREYS Staff will only release Delegate to the custody of Guardian unless Guardian has directed ETREYS Staff to release Delegate to the custody of another adult in a writing signed by Guardian.

Delegate Initials: \_\_\_\_\_ Guardian Initials: \_\_\_\_\_

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**8. Medical Information and Authorization (please print)**

**Health Insurance**

**Company:** \_\_\_\_\_  
**Policy**

**Ins. Phone:** \_\_\_\_\_

**Holder Name:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Personal**

**Physician:** \_\_\_\_\_

**Physician Phone :** \_\_\_\_\_

**Medications** - ETREYS Staff will not administer any type of medications, including Aspirin, Tums, Tylenol, etc. Please list any over the counter or prescription medications that Leader will have with them or will be taking:

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**Allergies:** \_\_\_\_\_

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**Medical History/Conditions** - Please list any diagnosed medical conditions, any recent medical procedures, medication changes within the past month, or any limits you may have in participating in ETREYS activities:

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Delegate and Guardian acknowledge and understand that ETREYS is not obligated to provide medical care or facilities at a Location. In case of an emergency involving Delegate, permission is hereby given to the medical provider selected by ETREYS Staff to secure proper treatment, including X-ray examination, hospitalization, anesthesia, surgery, or injections of medication for Delegate. Medical providers are authorized to disclose protected health information to ETREYS Staff and/or any physician or health-care provider involved in providing medical care to Delegate for purposes of Delegate's medical evaluation, follow-up, communication with the Delegate's Guardian, and/or determination of the Delegate's ability to continue participating in ETREYS. Delegate and Guardian further authorize the sharing of the information found in this "Medical Information and Authorization" provision with any of the ETREYS Staff or professionals who need to know of medical conditions that may require special consideration in conducting ETREYS activities. Delegate and Guardian understand and agree that they are responsible for any medical costs in the event of needed medical attention for Delegate.

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**9. Acknowledgement of Review and Accuracy**

Leader and Guardian acknowledge by their signatures below that they have carefully read all of the sections of this Agreement, understand its contents and agree to all of the provisions in this Agreement. Leader and Guardian further acknowledge that they have reviewed all of the information provided in this Agreement and certify that such information is true and correct. Leader and Guardian agree that if any provided information is found to be inaccurate or misleading it may result in Leader's dismissal from participation in ETREYS.

_____ Name of Delegate	_____ Signature of Delegate	_____ Date
_____ Name of Guardian	_____ Signature of Guardian	_____ Date
_____ Name of Guardian	_____ Signature of Guardian	_____ Date