

EAST TEXAS RURAL ELECTRIC YOUTH SEMINAR YOUTH LEADER AGREEMENT

(Informed Consent, Authorizations, Indemnification and Releases)

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Should this agreement or any wording found herein be altered, it will not be accepted, and youth leader will not be allowed to participate in the East Texas Rural Electric Youth Seminar.

About ETREYS

East Texas Rural Electric Youth Seminar (“ETREYS”) is a leadership and educational seminar for high school youth organized and sponsored by a group of nonprofit electric cooperatives (“Cooperatives”) utilizing Cooperative employees, volunteers, chaperones, speakers, and other professionals (collectively herein, “Adult Staff”). High School youth are selected and invited by each of the organizing Cooperatives to participate in ETREYS at no cost to the participant or “Delegate”. During each ETREYS certain Delegates are selected and invited to participate in ETREYS the following year as a “Youth Leader”. The Cooperatives organizing ETREYS together with all Adult Staff are referred to in this “Agreement” as the “ETREYS Parties”.

Youth Leader Information

Name: _____

Address: _____
Street or P.O Box
City
State
Zip

Phone: _____ **Date of Birth:** _____

Email: _____ **Grade in Fall:** _____

Family/Guardian Primary Emergency Contact Information

Primary Contact: _____ **Relationship to Participant:** _____

Address: _____
Street or P.O Box
City
State
Zip

Primary Phone: _____ **Secondary Phone:** _____

Family/Guardian Alternate Emergency Contact Information

Alternate Contact: _____ **Relationship to Participant:** _____

Address: _____
Street or P.O Box
City
State
Zip

Primary Phone: _____ **Secondary Phone:** _____

In consideration of being invited to participate in ETREYS the “Youth Leader” (herein, “Leader”) named above and if the Leader is a minor, the undersigned parent/legal guardian(s) (herein, “Guardian”), for himself or herself and also on behalf of Leader, acknowledge and agree as follows:

1. Informed Consent

Leader and Guardian acknowledge and understand that in addition to the leadership and educational seminar portions of ETREYS, Leader’s participation in ETREYS may also include a variety of other “camp type” activities such as sports, swimming, team building exercises, other types of activities requiring physical exertion, travel, and other activities that could result in physical injury or other harm to Leader.

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

2. ETREYS Participation Not a Right

Leader and Guardian acknowledge and understand that participation in ETREYS is at the pleasure and sole discretion of the Cooperatives and Adult Staff. Leader may be dismissed from ETREYS at any time if a Cooperative and/or Adult Staff determines that Leader'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, LEADER 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 LEADER IN ANY WAY RELATED TO LEADER'S ENROLLMENT IN, PARTICIPATION IN, OR TRANSPORTATION RELATED TO ETREYS. IN ADDITION, LEADER 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 LEADER OR GUARDIAN, MEMBERS OF LEADER'S FAMILY AND ANY OTHER PERSON ARISING OUT OF LEADER'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

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

5. Use of Likeness, Grant and Release

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

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6. ETREYS Youth Leader Code of Conduct

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

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

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

Leader Initials: _____ Guardian Initials: _____

7. Costs/Transportation Upon Dismissal/Inability to Participate

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

Leader 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:

Allergies: _____

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:

Leader 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 Leader, permission is hereby given to the medical provider selected by Adult Staff to secure proper treatment, including X-ray examination, hospitalization, anesthesia, surgery, or injections of medication for Leader. Medical providers are authorized to disclose protected health information to Adult Staff and/or any physician or health-care provider involved in providing medical care to Leader for purposes of Leader's medical evaluation, follow-up, communication with the Leader's Guardian, and/or determination of the Leader's ability to continue participating in ETREYS. Leader and Guardian further authorize the sharing of the information found in this "Medical Information and Authorization" provision with any of the Adult Staff or professionals who need to know of medical conditions that may require special consideration in conducting ETREYS activities. Leader and Guardian understand and agree that they are responsible for any medical costs in the event of needed medical attention for Leader.

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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 Leader	_____ Signature of Leader	_____ Date
_____ Name of Guardian	_____ Signature of Guardian	_____ Date
_____ Name of Guardian	_____ Signature of Guardian	_____ Date