



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555
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Attorney/Client Privileged Document

REVIEW FORM

On October 7, 2024, the County Attorney's Office reviewed the following:

24-HHS-100829 – UH - Fort Bend Health and Human Services Affiliation Agreement renewal.

Comments: **Approved as to legal form for the attached document.**

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

Kendralyn C. Jasper
Kendralyn C. Jasper
Assistant County Attorney

STATE OF TEXAS

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COUNTY OF FORT BEND

**AFFILIATION AND PROGRAM AGREEMENT FOR COURSE EXPERIENCE
UNIVERSITY OF HOUSTON COLLEGE OF NURSING**

This Affiliation Agreement is entered into by Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, on behalf of Fort Bend County Health and Human Services; and University of Houston College of Nursing, a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code (hereinafter "University"). County and University shall be known collectively as "the Parties" and singularly as "Party."

RECITALS

WHEREAS, University provides academic courses in the fields of Nursing through its College of Nursing and desires to have its enrolled students perform components of their practical learning experience (hereinafter "Program") at County; and

WHEREAS, County operates facilities with a satellite office located at 4520 Reading Road, in the city of Rosenberg, State of Texas, (hereinafter "Facility" or "Facilities") and therein provides healthcare services, and is willing to make facilities available to qualified undergraduate and graduate students (hereinafter "Student" or "Students") who will be supervised by County Staff; and

WHEREAS, both Parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore enter into this Agreement with the intention of loyally cooperating with each other in carrying out the terms of this Agreement; and

WHEREAS, this Agreement serves the general health and well-being of the community and therefore serves a public purpose; and

WHEREAS, the governing bodies of County and University have duly authorized this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the County and University hereby agree as follows:

I. OBLIGATIONS OF PARTIES

1. Both parties will share in the education process.
2. Both parties agree that this Agreement confers no financial obligation on either party.
3. Both parties agree that nothing in this Agreement is construed as transferring responsibility from one Party to another.
4. Both parties agree that participation in the Program is gratuitous and voluntary.
5. Both parties agree that they will not discriminate against any person because of race, religion, color, gender, sexual orientation, national origin, age, disability, special disabled veteran's status, or any other protected status.

6. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations.
7. Both parties mutually agree that the number of Students participating in the Program will be arranged jointly, with due consideration given to the clinical material available.
8. Both parties agree that County shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility.
9. The County representative for the Program is:

Dr. Nichole R. Brathwaite Dingle
Deputy Medical Director
Fort Bend County Health & Human Services
4520 Reading Road, Ste. A-100
Rosenberg, TX 77471
Nichole.Brathwaite-Dingle@fortbendcountytexas.gov

II. OBLIGATIONS OF COUNTY

1. County will provide “hands on” learning experience, under proper supervision, in accordance with agreed upon learning objectives, skill development areas, and intended learning outcomes, at levels County determines to be appropriate based on the knowledge and training of the Student.
2. County retains responsibility and decision-making authority for all aspects of County services and functions, including patient care.
3. County shall assign a qualified supervisor to work with all Students and act as a liaison with the University faculty.
4. County shall provide Students with information regarding policies and procedures of County, and with orientation experience to ensure that Students will be able to meet the requirements of the Program.
5. County shall provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.
6. County shall provide Students with essential conditions and material for their work, including space, privacy, and technological supports.
7. County reserves the right to refuse participation of any Student designated by the University and to terminate participation by any Student when, in the sole opinion of the County: (i) the Student is deemed to be a risk to the County’s employees, or to himself or herself, (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the County, (iii) the Student’s conduct is detrimental to the business or reputation of the County, (iv) the Student fails to accept or comply with the direction of County staff, or (v) further participation by the Student would be inappropriate. University shall comply with County’s request to remove a Student(s) in the event that County determines that there is cause to do so.

III. RESPONSIBILITIES OF UNIVERSITY

1. University will establish Course and Practicum Description, including guidelines for Student eligibility, the provision of classroom theory and practical instruction, and ensure that all Students meet eligibility requirements prior to Program participation.
2. University shall assign only the number of Students mutually agreed upon by County and

University.

3. University shall acquaint the designated County representative and staff with the goals, objectives, methods, and specific expectations of the University.
4. University will designate a representative or faculty advisor who is available to assist County personnel and Students of the Program and who will be responsible to maintain on-going contact with Facility's designated representative.

The University designated representative or faculty advisor for the Program is:

Dr. Patricia Schrader PhD, MSN, CMSRN
Clinical Associate Professor/Associate Dean
14004 University Blvd
Sugar Land, TX 77479
pkschrader@uh.edu

University shall inform County in a timely manner of any changes in the information listed above.

5. University shall inform any designated representative or faculty and Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of County.
6. University shall notify County as soon as possible of the names and arrival dates of Students.
7. When requested by County, University shall require Students to attend clinical orientation.
8. University will require inform Students and faculty members who are supervising Students about their obligation to maintain confidentiality of all County matters, proceedings, and information to the extent required by law, including but not limited to client records and information. This confidentiality shall extend beyond the termination of this Agreement.
9. University will require that Students provide to County a completed:
 - a. Student Confidentiality Agreement,
 - b. Acknowledgement of Risk, Release and Waiver of Liability, and
 - c. Student Participation Form.

All of which are attached to this Agreement as Exhibit A: Required Documents.

10. University shall, upon receipt of notice, inform County of any adverse circumstances to which County may be exposed as a result of the behaviors deemed to be dangerous of a Student.
11. University shall, upon receipt of notice, notify County of any complaint, claim, investigation, or lawsuit involving a Student if that action is related to the educational experiences provided under this Agreement, or if that action could reasonably impact the Program.
12. University will adhere to County communicable disease reporting requirements.
13. University will assure County of Student's reasonable proficiency of infectious disease control issues.
14. University shall notify Students about their obligation to comply with County policies and procedures, state law, and OSHA borne and tuberculosis pathogen regulations in the training, vaccination testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by County.
15. University shall require Students to provide to the County such results for drug testing, health care, and criminal background checks prior to Student participation in the Program including proof of a:

- a. PPD test (commonly referred to as a TB test);
 - b. HBV vaccine or signed refusal; and
 - c. Any other immunizations as required by laws.
16. University understands and agrees that Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
 17. University will be responsible for equipment that is broken or damaged by Student or because of Student's intentional act or negligence.
 18. University will be responsible for the final grading of Student.
 19. University shall inform County in a timely manner of any change in Student(s) status, or curriculum, or faculty advisor during participation in Program.
 20. Visits by University and University's faculty are welcome for purposes of observation of Student with prior notification to County.

IV. INDEMNITY

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO AND SHALL HOLD HARMLESS THE OTHER PARTY, ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, BODILY INJURY, SICKNESS, DISEASE OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED TO ARISE FROM EITHER PARTY'S USE OF COUNTY'S PURSUANT TO THIS AGREEMENT.

V. INSURANCE

During the term of this Agreement, each Student shall keep in full force professional liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on County premises, covering faculty, and University shall provide County proof of said coverage upon return of this Agreement. University shall also keep in full force general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with umbrella liability coverage in amounts not less than \$1,000,000.

VI. TERM AND TERMINATION

1. This Agreement shall become effective immediately upon execution by County and will continue in full force until the end of the University's academic year, including summer, unless terminated sooner in accordance with the terms herein.
2. Thereafter, the Agreement shall automatically renew for one year terms, not to exceed a period of five (5) years, unless otherwise terminated sooner as hereinafter provided.
3. Termination may occur on behalf of either party without cause upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
4. In the event that the Agreement is terminated, County may at, its own discretion, permit any participating student to complete the Program.

VII. MISCELLANEOUS TERMS

1. Student will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
2. University will require students to be properly attired when reporting for clinical experience.
3. University is responsible for the administrative functions related to the student's experience including rotation, attendance, knowledge of infectious control issues and proficiency.
4. University will provide relevant background information on students as requested by the County to the extent permitted by law.
5. University will instruct their students and faculty to respect the confidential nature of all information which they may obtain from clients and records of the County.
6. **HIPAA.** The parties agree that University shall direct faculty and students to comply with the policies and procedures of County, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated hereunder, including without limitation, the federal privacy regulations contained in 45 CFR parts 160-164 ("Federal Privacy Regulations," "Federal Security Regulations," and "Federal Electronic Transaction Regulations"), as applicable and all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements"). Solely for the purpose of defining their role in relation to the use and disclosure of protected health information, such students are defined as members of County's workforce, as that term is defined by 45 CFR 160.105, when engaged in activities pursuant to this Agreement. However, neither students nor faculty are or shall be considered to be employees of County for any other purpose.
7. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **RIGHTS AND REMEDIES.** The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
9. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
10. All documents, data, reports, research, graphic presentation materials, etc., developed by University as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof. University shall promptly furnish all such data and material to County on request.
11. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the County as a University official with a legitimate educational interest in the educational records of the Student participating in the Program to the extent that access to the records are required by the County to carry out the Program. County agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
12. **RIGHT TO INSPECT.** University will permit County, or any duly authorized agent of County, to inspect and examine the books and records of University for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

13. **BREACH BY STUDENT.** University agrees that a student's breach of County's policies concerning confidentiality shall be grounds for student discipline, including but not limited to dismissal from the Program.
14. **COMPLIANCE WITH APPLICABLE LAWS.** University shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, University shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
15. **INDEPENDENT CONTRACTORS/NO AGENCY.** In performance of duties and obligations as described in this Agreement, NO UNIVERSITY FACULTY, STUDENTS, EMPLOYEES, OR AGENTS SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT, OR EMPLOYEE OF THE COUNTY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE COUNTY. NO EMPLOYEE OR AGENT OF THE COUNTY SHALL, FOR ANY PURPOSE, BE DEEMED TO BE AN AGENT, SERVANT, OR EMPLOYEE OF THE UNIVERSITY OR AUTHORIZED TO ACT FOR OR ON BEHALF OF THE UNIVERSITY.

Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform any of the activities which are the subject of this Agreement. Both parties agree that no payment shall be made by either party to the other party or to either party's employees or agents.

VIII. NOTICE

Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested as follows:

If to COUNTY:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With copy to:	Health and Human Services Attn: Deputy Director 4520 Reading Road, Suite 200 Rosenberg, Texas 77471
If to UNIVERSITY:	University of Houston Attn: College of Nursing Dean 14000 University Blvd Sugar Land, Texas 77479

Either Party may change the address for notification by submitting written notice of same to the other.

IX. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. University acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by University or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by University shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by University) publicly known or is contained in a publicly available document; (b) is rightfully in University's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of University who can be shown to have had no access to the Confidential Information.

2. University agrees to hold Confidential Information in strict confidence, using at least the same degree of care that University uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. University shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, University shall advise County immediately in the event University learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and University will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or University against any such person. University agrees that, except as directed by County, University will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, University will promptly turn over to County all documents, papers, and other matter in University's possession which embody Confidential Information.

or as required pursuant to applicable law,



3. University acknowledges that a venue of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. University acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

4. University in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

both parties are

5. University expressly acknowledges that County is subject to the **Texas Public Information Act**, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act,

Each party

a party by the other party

each party



which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. University agrees to obtain prior written consent of County for publication of any articles relating to the clinical experiences occurring at County.
7. The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

X. COMPLIANCE WITH LAWS

University shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, University shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XI. APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's or University's sovereign immunity.

XII. ASSIGNMENT AND DELEGATION

1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
2. Neither party may delegate any performance under this Agreement. Any purported delegation of performance in violation of this Section is void.

XIII. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

XIV. PUBLICITY

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall University release any

material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

XV. CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

XVI. CONFLICT

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in any exhibit or attachment identified in Agreement. It is further understood and agreed that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

XVII. ENTIRE AGREEMENT

It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in any exhibit or attachment identified in Agreement. It is further understood and agreed that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

FORT BEND COUNTY

UNIVERSITY OF HOUSTON

By: _____
KP George, County Judge

Diane Z. Chase, PhD
VC/VP for Academic Affairs and Provost
Date: _____

Date: _____

Kathryn M. Tart, EdD
Dean
Date: _____

ATTEST:


Laura Richard, County Clerk

APPROVED AS TO FORM BY:
(AS MODIFIED) BY:



OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

APPROVED AS TO FORM BY:



Letosha Gale-Lowe, MD,
Director of Health and Human Services

ATTACHMENTS:

- Exhibit A: Required Documents
 - Student Confidentiality Agreement
 - Acknowledgement of Risk, Release and Waiver of Liability
 - Student Participation Form

i:\agreements\2024 agreements\hhs\university of houston college of nursing (24-hhs-100829)\uh college of nursing intern release and affiliation agreement (kcj - 8.7.2024)

EXHIBIT A: REQUIRED DOCUMENTS

STUDENT CONFIDENTIALITY AGREEMENT

**ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF
LIABILITY**

STUDENT PARTICIPATION FORM

STUDENT CONFIDENTIALITY AGREEMENT

I, _____ ("STUDENT"), will be participating as a Student in an internship experience at Fort Bend County pursuant to an agreement between the COUNTY and the.

I, _____ ("STUDENT"), acknowledge and agree to the following:

STUDENT agrees that in the performance of his or her duties as a Student at the County that he or she may come in contact with, or be provided with, confidential or proprietary information.

STUDENT agrees to maintain confidentiality of any information deemed confidential by the COUNTY including any and all patient or client information and all confidential hospital information. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific confidential information including any specific patient or client information, except as required by law or as authorized by COUNTY.

STUDENT further agrees that if computer network account is made available for Student purposes, that such information contained within the computer network is confidential information. STUDENT will not remove any confidential computer records from COUNTY including paper records. STUDENT agrees not to change, delete, modify, or remove any computer file that belongs to another person.

STUDENT acknowledges that any violation of this confidentiality Agreement is cause for disciplinary action, including administrative removal from the PROGRAM, and may also result in legal action by COUNTY, patients, government, or other individuals.

Dated this _____ day of _____, 20_____

STUDENT Signature: _____

Signature of Parent (if STUDENT is a minor):

Parent Printed Name (if STUDENT is a minor):

Witness Signature: _____

Witness Name Printed : _____

THIS WAIVER MUST BE FILLED OUT BY EACH USER. WHERE THE USER IS UNDER THE AGE OF 18, A WAIVER MUST BE FILLED OUT BY THE MINOR'S PARENT OR LEGAL GUARDIAN.

**FORT BEND COUNTY
ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Notice: This is a legally binding agreement. Please read it thoroughly and understand its contents. THIS ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT sets forth the terms and conditions applicable for participation in Fort Bend County sponsored activities (herein referred to as "Activity") with Fort Bend County.

Participating in this Activity presents inherent dangers and risks, both anticipated and unanticipated, including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants, or other losses. **NONETHELESS, I AGREE THAT I ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN TO ME.**

Following consideration and recognition of the inherent risks of participation in Activity, I, **RELEASE FROM LIABILITY** and **WAIVE THE RIGHT TO SUE** Fort Bend County, Texas, its employees, officers, volunteers, and agents (collectively "the County") from any and all claims, including those resulting from any physical injury, illness, death, pain or suffering, or economic loss, that I may suffer due to participation in this Activity, whether participation is supervised or unsupervised expressly **including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.**

If I require medical treatment, the County is authorized to obtain medical treatment for me. **I AGREE NOT TO HOLD THE COUNTY RESPONSIBLE FOR ANY CLAIMS RESULTING FROM ANY MEDICAL TREATMENT.**

I agree as Parent/Guardian of the below named minor child to indemnify and hold harmless Fort Bend County, its employees, officers, volunteers and agents (collectively "the County") from and against any and all claims made by the minor child arising out of or caused by, directly or indirectly, from any physical injury, illness, death, pain or suffering, economic loss, that the minor child may suffer due to participation in this activity **including but not limited to loss, injury or death caused or contributed to by the negligence or gross negligence of Fort Bend County and/or its employees, officers, volunteers and agents.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of Texas. I understand the legal consequences of signing this document including **(A) RELEASING COUNTY FROM ALL LIABILITY, (B) WAIVER OF MY RIGHT TO SUE COUNTY, AND (C) ASSUMPTION OF ALL RISKS OF PARTICIPATING IN THIS ACTIVITY.**

I agree that if any portion of this Release is held invalid or unenforceable, I will continue to be bound by the remaining terms. By my signature, I warrant that I am at least 18 years old; that I have the legal authority to sign this **RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, and that I sign it of my own free will.

Signature of Individual/Guardian: _____ Date: _____

Printed Name _____ Name of Minor Child (if any) _____

STUDENT PARTICIPATION FORM

Name: _____

Phone Number (H) _____ Work (W) _____ Cell (C) _____

DL: State: _____ Number: _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Emergency Contact Phone Number: (_____) _____

Relationship of Contact to Student: _____

Any known allergies or other special needs:

If I require medical treatment, the County is authorized to obtain medical treatment for me. I agree not to hold the County responsible for any claims resulting from any medical treatment.

By my signature, I warrant that I am at least 18 years old, that I have the legal authority to sign this STUDENT PARTICIPATION FORM and that I sign it of my own free will. In the event that the named STUDENT is a minor, I certify that I am the parent or legal guardian of the participant and have agreed to the terms described herein on behalf of my minor child.

Signature of Student: _____ Date: _____

Printed Name of Parent or Guardian (if applicable): _____