

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO LIBERTY UNIVERSITY SOCIAL WORK PROGRAMS AFFILIATE AGREEMENT
(UNDERGRADUATE & GRADUATE PROGRAMS)**

THIS ADDENDUM (hereinafter “Addendum”) is entered into by and between 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 (hereinafter “FBCHHS”), and Liberty University, Inc., (hereinafter “Liberty”), a private nonprofit university authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted Liberty's Social Work Programs Affiliation Agreement (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for Liberty's students to gain field experiences at County's Facilities (hereinafter the "Program") and County is willing to make Facilities available to qualified students (hereinafter "Student" or "Students") who will be supervised by County Staff; and

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

WHEREAS, the following changes are incorporated as if a part of the Agreement:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. Liberty will inform Students of the requirement to provide to County a completed:
 - 2.1 Student Confidentiality Agreement,
 - 2.2 Acknowledgement of Risk, Release and Waiver of Liability; and
 - 2.3 Student Participation Form.

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

3. Liberty shall inform Students of the requirement to provide to County such results for drug testing, health care, and criminal background checks prior to Student participation in the Program including proof of a:
 - 3.1 PPD test (commonly referred to as a TB test);
 - 3.2 HBV vaccine or signed refusal; and
 - 3.3 Any other immunizations as required by law.
4. **Indemnity. TO THE EXTENT ALLOWED BY LAW, LIBERTY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES,**

ARISING FROM ACTIVITIES OF LIBERTY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LIBERTY OR ANY OF LIBERTY'S AGENTS, SERVANTS OR EMPLOYEES.

5. **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: Letosha Gale-Lowe, MD
Director, Fort Bend County Health & Human Services
4520 Reading Rd., Ste. A
Rosenberg, Texas 77471

With a copy to: County Judge
Fort Bend County
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Liberty: Field Director
Dept. of Social Work
Liberty University, Inc.
1971 University Blvd.
Lynchburg, Virginia 24515

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

6. Liberty agrees to obtain prior written consent of County for publication of any articles relating to the educational experiences occurring at County.
7. **Public Information Act and Open Meetings Act.** Liberty 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 Liberty 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, 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 and this Addendum are not proprietary or confidential information.

Liberty expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

8. **Applicable Law; Arbitration; Attorney Fees; Liability.** 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 sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Liberty in any way associated with the Agreement.
9. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
10. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
11. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

LIBERTY UNIVERSITY, INC.

KP George
County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED BY:

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

Exhibit A: Liberty University Social Work Programs Affiliation Agreement

Exhibit B: Required Documents

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Exhibit A



SOCIAL WORK PROGRAMS AFFILIATION AGREEMENT (UNDERGRADUATE & GRADUATE PROGRAM)

THIS AGREEMENT ("Agreement") by and between LIBERTY UNIVERSITY, INC. ("Liberty") and _____ ("Affiliate"), on behalf of itself and its affiliates and subsidiaries, if any;

RECITALS:

WHEREAS, Liberty, as part of its formal, educational course of studies may require field experiences of students, and desires to assign certain of its students to one or more of Affiliate's facilities to obtain such field experience; and

WHEREAS, Affiliate, in service to the community and to promote high standards of preparation and training for students, is willing to provide the necessary facilities for field experiences;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions.

1.1 "Agency Task Supervisor" shall mean the person appointed or designated by Affiliate to administer the terms of the Agreement for Affiliate. The Field Instructor or other staff member appointed by or designated by Affiliate may perform this role.

1.2 "Effective Date" shall have the meaning ascribed to it in Section 9.0 hereof.

1.3 "Facility" shall mean any facility owned and/or operated by Affiliate, including but not limited to social service agencies, domestic violence and homeless shelters, hospitals, mental health clinics, schools, early intervention programs, hospice, rehabilitation centers and long-term care facilities.

1.4 "Faculty Liaison" shall mean the Faculty Members who will directly oversee the Student(s) in the Program; and, to whom Liberty has assigned the administration of the academic requirements of the Agreement.

1.5 "Faculty Member" shall mean a member of Liberty's academic faculty.

1.6 “Director” shall mean Liberty’s Field Director of the Program, or administrator responsible for the program field experiences, who shall administer the terms of the Agreement for Liberty.

1.7 “Field Experience” shall mean a structured learning experience at an Affiliate Facility in which a Student provides care to patients/clients under the guidance of an Agency Task Supervisor, a Faculty Member, and/or Field Instructor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation. For the purposes of this contract, field experience may refer to a human services internship or a social work field placement.

1.8 “Field Instructor” shall mean the person appointed to facilitate Student learning and to provide guidance to Students as part of a social work Field Experience. This person may be a qualified Affiliate staff member or a third party upon whom the parties shall mutually agree.

1.9 “Program” shall individually and collectively mean the program(s) in which Student(s) is/are enrolled at Liberty, and in which Student receives all preparatory training and education related to his or her field.

1.10 “Student” shall mean a student officially enrolled in the Program at Liberty who participates in a Field Experience at the Facility.

1.11 “Term” shall have the meaning ascribed to it in Section 9.0 hereof.

2.0 Obligations of Liberty. Liberty shall:

2.1 Encourage the Student to review his or her objectives for the Field Experience with the Agency Task Supervisor, Faculty Liaison and/or the Field Instructor prior to the start of the Field Experience.

2.2 At the request of the Agency Task Supervisor, participate in the planning of the Field Experiences prior to the start of each applicable school semester. The parties shall mutually agree upon the specific field experience of Students, including schedules and the exact number of Students.

2.3 Maintain policies, which obligate Students who perform activities pursuant to this Agreement to observe the lawful rules, regulations, policies and procedures of the Facility and to adhere to all laws and regulations pertaining to confidentiality and patient rights.

2.4 Present for Field Experiences only those Students who have had prior relevant instruction in the Program, and who, in the judgment of the Director or Faculty Liaison, have successfully fulfilled the curricular prerequisites of the Program.

2.5 If required for Liberty’s purposes, provide evaluation forms for the evaluation of Students who participate in the Field Experience.

2.6 Retain responsibility for education of Students in the Program and for the design, delivery, quality and curriculum of the Program.

2.7 Maintain all educational records and reports relating to the Field Experience of the Students.

2.8 Maintain professional liability coverage for all Students with a minimum of i) combined single limit of One Million Dollars (\$1,000,000.00) or an annual aggregate liability limit of Three Million Dollars (\$3,000,000.00) or ii) coverage sufficient to meet the requirements of Affiliate.

2.9 Have the Faculty Liaison periodically consult with the Agency Task Supervisor and/or Field Instructor regarding Student progress and other issues related to administration of this Agreement.

3.0 Obligations of Affiliate. Affiliate shall:

3.1 Provide facilities suitable for fulfillment of the course objectives for the Field Experience, as mutually agreed upon by the parties.

3.2 Determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to the Facility for each Field Experience and the schedule for each Field Experience.

3.3 Where applicable, select patients/clients for Student assignments required by the Field Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients/clients for Student assignments.

3.4 Within normal limits imposed by the institutional setting and space constraints of the Facility, provide conference rooms, lockers and storage space for the Students in the Field Experience as appropriate.

3.5 Permit Students to use cafeteria facilities at their own expense, if available to Affiliate employees.

3.6 Where available, permit Students to utilize parking spaces. If Affiliate employees must pay for parking, Students shall be responsible for paying their own parking fees.

3.7 Permit Students to use the library and research materials for research and study, if available.

3.8 Orient Students to the Facility and provide information regarding the Facility's rules, regulations, policies and procedures.

3.9 Provide an Agency Task Supervisor to oversee each student's field

experience. If Affiliate will also provide the Field Instructor, then Affiliate shall provide the name, email address, and telephone number of the Field Instructor to the Faculty Liaison. However the Field Instructor is appointed, the Affiliate shall cause the Agency Task Supervisor and/or Field Instructor to:

- (i) participate in orientation and training sessions;
- (ii) in conjunction with the Faculty Liaison, plan Field Experiences that will fulfill the Program's educational requirements and meet the objectives mutually agreed upon by the parties hereto;
- (iii) participate in site visit meetings and phone conferences with Students and the Faculty Liaison, during the Field Experiences;
- (iv) meet with or otherwise contact the Faculty Liaison to discuss any problems;
- (v) provide supervision and guidance to the Students during the Field Experiences as described in the program manual; and
- (vi) participate in periodic evaluation conferences in which the Field Experiences are evaluated, and provide an evaluation for each Student who participates in a Field Experience on forms furnished by Liberty.

4.0 Care to Patients/Clients. Affiliate shall retain responsibility for the overall care provided to patients or clients in the Facility. Students shall at all times be under the supervision and guidance of the Agency Task Supervisor, Field Instructor, or other qualified person designated by Affiliate while performing activities at the Facility pursuant to the terms of this Agreement. Affiliate reserves the right to establish limits on the numbers and types of Students permitted in each unit of the Facility and to restrict specific Student activities in each unit.

5.1 Right to Refuse or Terminate Students.

5.1 Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Field Experience and may terminate participation by any Student in a Field Experience if:

- (i) Affiliate deems Student to be a risk to the Facility's patients/clients, employees, or to himself or herself; or
- (ii) the Student fails to meet or abide by Affiliate's or Facility's rules, regulations, policies and procedures; or
- (iii) the Student's conduct is detrimental to the Affiliate's or Facility's business or reputation; or
- (iv) the Student fails to accept or comply with the direction of Facility staff;

or

(v) if Student fails to adhere to the Codes of Ethics of the National Association of Social workers (NASW) and National Organization of Human Services (NOHS).

5.2 Liberty reserves the right to terminate a Student's participation in a Field Experience when, in its sole discretion, further participation by the Student would be inappropriate.

6.0 Independent Contractors/No Agency.

6.1 In the performance of duties and obligations hereunder, no Faculty Member, employee, agent, or Student shall, for any purpose, be deemed an employee, agent, or servant of Affiliate. No Affiliate employee or agent shall be authorized to act for or on behalf of Liberty. 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 over the manner in which their employees or agents perform the services which are the subject of this Agreement.

6.2 Services furnished by Affiliate to Students in connection with Field Experiences under this Agreement are gratuitous and voluntary and shall be without any payment made by Liberty to Affiliate; or, by Affiliate to Liberty, or to Liberty's Faculty Members, employees, agents, or Students. Students are not eligible for, and shall not receive financial compensation, employment benefits, or Workers' Compensation insurance coverage from either party; and, there are no promises, expressed or implied, of future employment of Students by either Liberty or Affiliate.

7.0 Nondiscrimination. Affiliate agrees that it will not discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion, sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility or of Affiliate. Furthermore, the parties shall not discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or on Affiliate or that would fundamentally alter the nature of the services provided.

8.0 Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9.0 Term. This Agreement shall become effective upon the date this Agreement is signed by Liberty (the "Effective Date"). The initial term of this Agreement shall be for one (1) year from the Effective Date and thereafter shall automatically renew for successive one (1) year periods, unless terminated in accordance with the provisions of the Agreement. The initial terms and any renewal term may be referred to collectively as the "Term."

10.0 Termination.

10.1 This Agreement may be terminated at any time upon written mutual consent of the parties hereto.

10.2 This Agreement may be terminated by either party at any time without cause by giving prior written notice of not less than sixty (60) days to the other party.

10.3 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

11.0 Confidentiality.

11.1 Liberty, its Faculty Members, employees, agents, and Students shall not at any time during or after the Term of this Agreement, without the prior written consent of Affiliate, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with Affiliate:

(a) any confidential information of Affiliate, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and

(b) any information concerning any matters affecting or relating to the business or operations or future plans of the Affiliate, including, but not limited to, Facility or Affiliate policies, procedures, rules, regulations, and protocols.

11.2 The parties agree that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). Liberty acknowledges that its Faculty Members and Students may have access to Facility's Protected Health Information during its Students' Field Experience and will follow federal laws and regulations pertaining thereto.

11.3 The parties recognize that a breach of this Confidentiality Section of this Agreement may result in irreparable harm to Affiliate. In the event of such material breach, and without limiting the right of Affiliate to seek any other remedy or relief to which it may be entitled under law, Affiliate may seek injunctive relief against Liberty, its Faculty, employees, agents, and Students.

11.4 The parties agree that the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and regulations promulgated thereunder, including but not limited to 34 C.F.R. §99.31(a)(1)(i)(B), permit disclosure by Liberty of personally identifiable information from an education record of Student to Affiliate without consent of Student as Affiliate is a party to whom Liberty has outsourced institutional services or functions and Affiliate performs an institutional service or function for which 1) Liberty would otherwise

use employees; 2) Affiliate submits to the direct control of Liberty with respect to use and maintenance of education records of Student; and 3) Affiliate is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and redisclosure of personally identifiable information from education records of Student to the same extent as Liberty.

11.5 This Confidentiality Section shall survive termination of this Agreement, to the extent required by law.

12.0 Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to Liberty:

Field Director
Dept. of Social Work
Liberty University, Inc.
1971 University Blvd.
Lynchburg, VA 24515

If to Affiliate:

13.0 Entire Agreement. This Agreement supersedes all earlier agreements between the parties and contains the final and entire agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by both parties hereto.

14.0 Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected.

15.0 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Virginia (without regard to her choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations.

16.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

18.0 Waiver. No waiver of any breach of this Agreement shall be valid unless expressly memorialized in a writing signed by the non-breaching party nor shall it constitute or be

deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

19.0 No Third Party Beneficiaries. Except with respect to the provision of Section 20.0 hereof, this Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, and in agreement hereto, Liberty and Affiliate have caused this Agreement to be executed by their authorized representatives.

LIBERTY UNIVERSITY, INC.

By: _____

Name: Justin L. Wilson

Title: Contracts Administrator II

Date: _____

(Affiliate)

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

STUDENT AGREEMENT/ADDENDUM

THE STUDENT AGREEMENT/ADDENDUM ("Addendum"), is made this ____ day of _____, 20 ____ between the undersigned Student and _____ ("Affiliate");

RECITALS:

WHEREAS, Student desires to participate in a Field Experience as a part of a degree Program at Liberty; and

WHEREAS, the Facility selected by the Student to administer the Field Experience is owned, run or controlled by Affiliate, which will enter or has entered into an Affiliation Agreement, (the "Agreement") with Liberty to allow Students of Liberty to participate in such Field Experience; and

WHEREAS, pursuant to the Agreement, and in order for Liberty and Affiliate to provide the Field Experience, Student is required to make certain representations and covenants with Affiliate.

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Student agrees as follows:

- 1) All capitalized terms herein will have the same meaning as in the referenced Agreement and this Addendum is subject to the provisions of the Agreement as if incorporated herein.
- 2) Student agrees to abide by all of the terms and conditions of the foregoing Agreement related to Student and to cooperate fully in the administration of the Agreement by Liberty and Affiliate.
- 3) Student agrees to abide by all of the rules, regulations, policies and procedures of Affiliate and of the Facility and to abide by all local, state and federal laws pertaining to confidentiality and patient/client rights and to the National Association of Social workers (NASW) and National Organizations of Human Services (NOHS).
- 4) Student agrees to cooperate with Affiliate in fulfilling its obligations under the Agreement and to cooperate with faculty and staff of the Department of Social Work, the Agency Task Supervisor and/or the Field Instructor, and administration of Affiliate in fulfilling Student's obligations for the Field Experience.

5) Student agrees to maintain good standing with the academic and other requirements of Liberty in order to continue participation in the Field Experience.

6) Student agrees to maintain the confidentiality required in paragraphs 11.0 through 11.5 of the Agreement.

7) Student agrees and understands that this Addendum does not obligate Affiliate to provide any services or accommodations to Student outside of Affiliate's obligations to Liberty under the Agreement; and Liberty is deemed to be the sole beneficiary of Affiliate's obligations under the Agreement and this Addendum to the exclusion of Student. Student understands that but for the representations, obligations and warranties of the Student in this Addendum, Affiliate would not allow student to participate in the Field Experience under the Agreement. Student agrees that Affiliate may provide any and all information regarding Student and Student's participation in the Field Experience to Liberty as each may request.

8) Any failure of Student to fully comply with the terms herein shall be cause for immediate termination of the Student from further participation in the Field Experience.

9) This Addendum imposes obligations upon Student, which are in addition to, and not in lieu of, Student's other obligations to Liberty.

IN WITNESS WHEREOF, Student has executed this Addendum.

Student's Signature: _____

Student's Printed Name: _____

Date: _____

Exhibit B

STUDENT CONFIDENTIALITY AGREEMENT

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

I, _____ ("STUDENT"), acknowledge, understand and agree that in the performance of my duties as an intern that I may come in contact with, or be provided with, confidential or proprietary information.

I, _____ ("STUDENT"), agree to maintain the confidentiality of any information deemed confidential by the COUNTY, including any and all patient, client or hospital information. I agree 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.

I, _____ ("STUDENT"), agree that if a computer network account is made available to me for PROGRAM purposes that such information contained within the computer network may be confidential in nature, and will be treated as such by me. I will not remove, change, delete, modify, or copy any confidential computer records or any other records, without explicit consent from COUNTY.

I, _____ ("STUDENT"), further agree that all documents, data, reports, research, graphic presentation materials, etc., developed by Student 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.

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 the COUNTY, patients, other governmental entities, or other individuals.

Dated this _____ day of _____, 20____

STUDENT Signature: _____

Witness Signature: _____

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

STUDENT CONTACT INFORMATION:

Name: _____

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

DL: State: _____ Number: _____

Date of Birth: _____

In the event of an emergency, please contact: _____

Phone Number: _____

Allergies to medication 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 Volunteer: _____ Date: _____

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