

**Assumption of Risk
Waiver of Liability
Medical Release**

I understand and agree that Bobcat Build is a service project scheduled to take place on April 5, 2008 and that my participation in Bobcat Build involves certain risks and that regardless of the precautions taken by Bobcat Build some injuries may occur.

Specific risks/hazards involved in Bobcat Build include but are not limited to the following:

1. Traveling to, from and performing service projects at various sites in and around the San Marcos area.
2. The use of small equipment, hand tools or basic chemicals (paint, cleaning supplies, etc.).
3. Basic gardening tasks such as pulling weeds, trimming bushes, clearing debris, and tilling.
4. Activities involving moderate physical exertion such as shoveling, sweeping, scrubbing, raking, etc.
5. Use of ladders where needed to complete a project.

The likelihood of injuries may be reduced by adhering to safety rules and procedures, which include, but are not limited to, the following:

1. Stay with your group at all times.
2. Refrain from the use of power tools or large equipment.
3. Follow the instructions given by Bobcat Build committee members and staff.
4. Promptly notify the Bobcat Build Committee of any dangerous or potentially dangerous condition that you may recognize during the event, including tasks that you feel you are unable to perform safely for any reason.

WAIVER OF LIABILITY

Understanding the risks involved, and in consideration for their facilitating my participation in this activity, I release and agree not to sue Texas State University-San Marcos, Bobcat Build, and their employees and agents from claims arising from my participation in Bobcat Build. This release includes all claims for loss or damage to my property and any injuries to my person, including death, whether or not caused by the negligence of those released.

MEDICAL CONSENT

In addition, I understand and agree that Bobcat Build cannot be expected to control all the risks articulated in the form but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with understanding that the cost of any such treatment will be my responsibility. Neither the University nor Bobcat Build carry medical or accident insurance for the activities mentioned unless the participants are informed otherwise. As such, participants should review their personal insurance portfolio.

Finally, I voluntarily and knowingly agree to protect, hold harmless, and indemnify Bobcat Build, its representatives, officers, advisors, and agents; the University, the State, its officers and employees, against all claims, demands or causes of action for property damage, personal injury, or death, including claims based in negligence and including defense costs and attorney's fee arising out of my participation in Bobcat Build.

I have read the agreement and have willingly signed the attached signature form for the consideration expressed and with a full understanding of its purpose. Participant represents that he/she is eighteen years of age or older and is otherwise competent to execute this agreement or that his/her legal guardian is signing the "Minor's Participation Form."

**Participation Forms Due:
FRIDAY, FEBRUARY, 25, 2008
CASO Front Desk, LBJ 4-11.1**

**Questions?
Contact CASO at 245-3219 or
bobcatbuild@txstate.edu
www.bobcatbuild.txstate.edu**