



Wharton County Junior College Student Club Manual

Office of Student Life

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Dean of Students

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Wharton County Junior College is made up of four campuses, with a total enrollment of about 5,500 students. The Student Life Office provides co-curricular programming, leadership development, and support to student clubs and organizations.

This manual serves as the basic guide for forming and managing student organizations, planning events, managing club finances and travel. It also provides policies and procedures clubs should follow throughout the academic year.

General Information

What is a club or organization?

A club is a student organization developed by a group of like-minded people, who have the same academic, emotional, social and/or political interests. This student-based organization will be officially recognized by WCJC once it has met all requirements of the Student Life Office.

Why create a club?

Clubs and student organizations are developed to create leadership opportunities and to provide engagement opportunities for students.

What are the benefits of having a club?

The benefits of having a club are the ability to apply for funding through Student Life and have an official budget account through the College, ability to sponsor activities on campus and to post flyers and banners to promote the club and any club events, use of the Student Life Office for calls pertaining to official club business and use of meeting rooms.

Creating a New Club

In order to be recognized on campus, a club must meet chartering requirements. Chartering a club requires that the student organization provide the Student Life Office with:

- **Application for Recognition** – This is the basic information on your club, the name of the club, as well as the officers/members and contact information. (see Club Documents section for form)
- **Officer Information** – This is the group that will serve and represent the club and sign all financial transactions. All clubs need a President and a Treasurer. The President and the Treasurer cannot be the same person. (see Club Documents section for form)
- **Certification of Compliance** – A statement that the organization will comply with Title IX, Federal and State laws/regulations and will file their constitution and by-laws with the Student Life Office. It is also a statement confirming all required forms have been read and that all information provided is correct. (see Club Documents section for form)
- **Advisor Agreement** – All clubs must have an advisor, who is a full-time faculty or staff member employed at WCJC. The advisor will advise the club and make sure they are following all appropriate policies and procedures. A club may have several advisors so that meetings and activities may still occur in case the primary advisor cannot attend. (see Club Documents section for form)
- **Club Constitution and By-Laws** – A club constitution and by-laws are the governing

documents of the club. The constitution explains the purpose of the club, duties of officers, qualifications of membership, parliamentary procedures, and meeting expectations. The bylaws are the rules set by the organization so that it can regulate itself. They ensure that there are certain standards and practices that must be maintained regardless of who is in charge. (sample club constitutions and bylaws are available in the Student Life office.)

Annual Club Renewal

In order to remain active, a club must re-charter or renew every year. The following requirements must be met:

- Submit the Club Application forms to the Student Life Office – Application for Recognition, Officer Information, Certificate of Compliance and Advisor Agreement forms.
- Submit Club Constitution to the Student Life Office, if any changes were made.

Club Advisor

To be a chartered club by the Student Life Office, your club will need one Primary Advisor. In order to be a club advisor, he/she must meet these requirements:

- The Primary Advisor must be a full-time employee of WCJC. Additional advisors can be part-time employees of WCJC.
- All advisors must participate in Risk Management Training, hosted annually. This training is online and will be sent to advisors and officers via email from the Student Life Office. This is a State required training.

The American College Personnel Association (ACPA) Advisor's Manual outlines some key roles for advisors:

- **Mentor** - Many students will come to see their advisor as a mentor. The success of these relationships can last many years and prove to be very rewarding for both student and advisor. To be effective in this capacity, you will need to be knowledgeable of their academic program and profession, interested in personal and professional development and willing to connect students to a network of professionals.
- **Team Builder** - When new officers are elected or new members join the organization, you may need to take the initiative in transforming the students from individuals with separate goals and expectations into a team. To do this, you will likely need to conduct a workshop or retreat. Training students in effective team-building techniques will keep them invested in the organization.
- **Conflict Mediator** - Inevitably, students who join the organization with different agendas, goals and ideas about how things should function and what direction they should be taking may cause conflict. When working with students who have come into conflict, you may need to meet with them and have them discuss their issues with each other. In all cases, it requires honest feedback from the advisor to the students.
- **Reflective Agent** - One of the most essential components to learning in "out of classroom" activities is providing time for students to reflect on how and what they are doing. As an

advisor, encourage your officers to talk to you about how they think they are performing, their strengths and their weaknesses. Students look to advisors for constructive and honest feedback.

- **Educator** - As an advisor, you will have an important role to play in modeling behavior, guiding the students to reflect on actions, and being there to answer questions. Sometimes your role is to do nothing at all, which can be one of the hardest things to do.
- **Policy Interpreter** - For student organizations to operate, they must understand policies, procedures and rules. At times, students may not be aware of these policies and they will do things in an inappropriate manner. The more you and the officers know about these policies, the more effective you will be in your advising.

Hosting Activities on Campus

Campus clubs host activities, club meetings and other events throughout the year.

Clubs are responsible for making room reservations for meetings and events through their advisors.

- Wharton Campus: Meeting space is available in the Pioneer Student Center, on a reservation basis, for club meetings. Email RamirezLe@wcjc.edu to reserve space in the PSC.
- Sugar Land Campus: Reservations can be made through the Campus Director – CalzadaG@wcjc.edu.
- Richmond Campus: Reservations can be made through the Campus Director – CalzadaG@wcjc.edu.
- Bay City Campus: Reservations can be made through the Campus Director – GloriaC@wcjc.edu.

To have your event or meeting posted in the weekly Campus Announcements email that goes out to all students, send your brief announcement to McPhersonL@wcjc.edu by noon on Friday, for it to be included in the Monday morning announcement. It is recommended you submit it at least two weeks before your event to give ample time to advertise.

All flyers must be approved and stamped by the Student Life office before they are hung around campus. Clubs are responsible for all advertisements for their programs and events. Flyers can be stamped at the Pioneer Student Center on the second floor at the Wharton Campus or by the Campus Director on the Richmond, Sugar Land and Bay City Campuses. Clubs are responsible for removing flyers after the meeting/event has ended.

All off-campus activities and fundraising events must be approved by the Student Life office.

Off-Campus Activities

A Student Travel Request Form must be submitted for approval at least three (3) weeks prior to the activity's desired date. Depending on the type of travel, you may consider getting approval much earlier than three weeks. It is important to ensure the safety, enjoyment and success of off-campus events that these appropriate steps below be followed. Remember, students

participating in off-campus activities are representing the College and should abide by College policies and student code of conduct at all times.

Step 1: Student Travel Request Form

This form must be completed as the initial request to travel, and it must include the complete address of where the event is to take place. This form is located on the WCJC website, under Student Life, Clubs and Organizations. It is also located in the Student Clubs Documents section of this manual.

Step 2: College Vehicle Request Form

This form must be completed if the group is requesting the use of College vehicles. Advisors need to complete this form and obtain the appropriate signatures. This form is located on the WCJC website, under Student Life, Clubs and Organizations. It is also located in the Student Clubs Documents section of this manual.

Clubs using College vehicles or rented vehicles assume responsibility for any damage that may occur when vehicle is in use by the named club. Clubs are responsible for cancelling their reservations, if needed, and are responsible for any charges incurred due to late or no cancellation.

Step 3: Student Travel Form

This form must be completed by the club advisor and list all students traveling. The form must be retained by the advisor/chaperone for the duration of the event. A copy of the form should be given to the Office of Student Life prior to departure. Student Life will maintain a copy of this form in the Club file for a minimum of 12 months. This form is located on the WCJC website, under Student Life, Clubs and Organizations. It is also located in the Student Clubs Documents section of this manual.

Step 4: Student Travel Participation Form and the Release of Liability Form

All students participating in the off-campus activity must complete the Participation / Release of Liability Form. The forms must be retained by the advisor/chaperone for the duration of the event. The Student Life Office will maintain a copy of these forms in the Club file for a minimum of 12 months. This form is located on the WCJC website, under Student Life, Clubs and Organizations. It is also located in the Student Clubs Documents section of this manual.

Step 5: Secure Reservations

If the activity requires airplane, hotel, or vehicle reservations, your club advisor should work with the Student Life office to make reservations.

Managing Funds

All monetary actions of any kind must be processed through Wharton County Junior College Student Life Office and Student Organization accounts through the Business Office. Once all needed documentation is received, clubs are approved, and risk management training is complete, a club account will be requested by the Director of Student Life and established on behalf of the club.

Any and all funds raised by student organizations in any capacity must be deposited to the organization's account within one business day. All money transactions, including all payments of any kind, must be processed through the Student Life Office. Everyone involved in handling money requires the protection of an official paper trail which evidences exactly how funds were handled. This is required by the college auditors. There are absolutely no exceptions to these requirements. Fund expenditures for reimbursement require submittal of original receipts with the duly approved requisition form. No student organization may raise funds, or receive funds, without first establishing an account approved by a Student Life representative.

Check Requests / Reimbursements

Step 1: Bring an original receipt/invoice and completed check request form (see Club Documents on the website or the Club Document section of this manual) to the Student Life Office for an authorized event (see instructions below for completing a check request form). Make sure the club advisor and a club officer sign the form.

Step 2: The check request will be approved and signed by a Student Life representative.

Step 3: The check request will then be forwarded to the Business Office. The disbursement will be available approximately 7 business days from this time.

Note - Receipts are due 14 working days following the conclusion of the event, trip or activity. The original receipts are due to the Student Life Office, and clubs are responsible to retain copies for their records.

Funds from this account will be released only for appropriate expenditures and authorized activities.

How to Fill Out Check Request Form

- **Payment for Service** - Checks can only be payable to APPROVED vendors of WCJC. If an individual or group is being paid for a service (such as a band performance), the individual or group must be in the WCJC vendor system **prior** to service being rendered, or check/payment will not be released/processed.
- **Make Check Payable to: Name** - Write or print clearly. This is to whom the check is to be made out to, individual name, company, or account name.
- **Make Check Payable to: Address** - Please include complete address (city, state, zip) if check is to be mailed.
- **Explanation of Expenses** - Reason for check ... a reimbursement of, a purchase of, an advance for something. Be as descriptive as possible. Please do not leave blank.
- **Total** - If there are several items, please list, and then total.
- **Club Budget Number / Name** - List the club name and account number. If you do not know your club budget number, leave it blank. The Student Life official can add the number when they sign the document.
- **Authorized Signers** - Each requisition must have three signatures – club officer, club advisor, and Student Life representative.

- **Receipts** - All requisitions require a receipt. This includes cash requisitions. If it is not received within a reasonable time, a hold will be placed on that account or person for all future requisitions.

Deposits

Step 1: Complete the club deposit transmittal form and it along with the funds to be deposited to the Student Life Office. (see Club Documents on the website or the Club Document section of this manual) Make sure the Club Advisor and a club officer sign the form. If you do not know the club budget number and/or detail code, leave it blank and the Student Life representative will add it to the document.

Step 2: The deposit form will be approved and signed by a Student Life representative.

Step 3: The deposit form will then be forwarded to the Business Office.

Note – Deposits should be made within 48 hours of receiving funds. Clubs are responsible to retain copies for their records.

Fundraising Procedures

Fundraising activities shall be conducted as follows:

1. Submit Fundraiser Approval Form to Student Life. Your request must be approved by Student Life before the event/fundraiser can take place.
2. WCJC cash handling policies/procedures must be followed.
3. At the end of the event day, the deposit shall be fully completed to show the numbers and types of items sold and the cash received. It shall be signed by the student responsible for the cash and a witness. Funds must be deposited within one business day.
4. The funds shall be placed in a secure location during the course of event. The cash box, and all such items shall be submitted to Student Life Office prior to the close of business on the same day. Students involved in fundraisers are responsible for closing down the sales in time to complete the deposit process and submit all required items to the Student Life Office.

Hosting a Guest Speaker

Student organizations may host guest speakers who may make speeches, give performances or lead discussions in fixed indoor locations on campus with approval from the Dean of Students, via the Speaker Request Form. Guest speakers are external to WCJC. WCJC faculty, staff and students do not need prior approval to serve as a speaker at an event or meeting. Speakers may be hosted during an academic term with the exception of the first week of the semester and the last two weeks of the semester (which includes the final exam period).

Guest speakers may distribute literature to persons who attend the event but not to others who have not chosen to attend the event. The guest speaker may not solicit for his or her off-campus business, organization or service.

It is the responsibility of the host organization to:

- Complete the Outside Speaker Request Form and receive approval from the Dean of Students, at least 15 working days prior to event.
- Evaluate the speaker's background and assess any risk associated with the presentation.
- Coordinate communications pre- / post-event and manage logistics (contracts, space reservation, campus safety coordination, marketing, etc.)
- Pay all costs associated with the speaker.

Financial Report

Each club will be required to submit a financial report at the end of each semester detailing any deposits or withdrawals from the club account. Deadline for submissions is the last day of each semester for both the fall and the spring. See "WCJC Student Organization Financial Report" template in the Documents Section of this manual.

Exceptions to any of the procedures above the must be approved by the Dean of Students.

CLUB DOCUMENTS

In addition to being located in this manual, all club documents are located on the WCJC website, on the Student Life page, under Clubs and Organizations.

- Application for Student Organization Recognition
 - Officer List
 - Certificate of Compliance
 - Advisor Agreement
- Check Request Form
- Deposit Form
- WCJC Student Organization Financial Report
- Fundraiser Approval Form
- Speaker Request Form
- Student Travel Request Form
- College Vehicle Request Form
- Student Travel Forms – to be turned in prior to travel
 - Participant List
 - Travel Participation / Release Form
 - Release of Liability, Waiver of Rights, Assumption of Risks and Indemnity Agreement



Application for WCJC Student Organization Recognition

In accordance with the Policies and Procedures of Wharton County Junior College, and the Regulations Governing Student Organizations, the following student organization does hereby request official recognition as a student organization of Wharton County Junior College.

The student officers and the organization's advisor(s) have been made aware of and fully understand the Regulations Governing Student Organizations and the Policies and Procedures of the Wharton County Junior College as they relate to the formation and administration of student organizations.

Organization Name: _____

____ New Organization ____ Renewal of Organization

Name of Individual Submitting Form

Affiliation to Organization (i.e. officer, advisor)

Signature

Date

All necessary forms for recognition must be attached to this application.

1. Advisor Agreement
2. Officer List
3. Certificate of Compliance
4. Club Constitution / By-Laws (if new or amended)

Please be sure that all necessary forms are attached to avoid delay and/or denial of recognition.



Student Organization – Officer List

Must be included with Student Organization Recognition form.

Officers

President/Chair:	Student ID:
Email:	Phone Number:
Vice President/Co-Chair:	Student ID:
Email:	Phone Number:
Secretary/Recorder:	Student ID:
Email:	Phone Number:
Treasurer:	Student ID:
Email:	Phone Number:
Parliamentarian:	Student ID:
Email:	Phone Number:
Other Position (please list):	Student ID:
Email:	Phone Number:
Other Position (please list):	Student ID:
Email:	Phone Number:
Other Position (please list):	Student ID:
Email:	Phone Number:



Student Organization – Certificate of Compliance

Must be included with Student Organization Recognition form.

Admission to Wharton County Junior College and any of its sponsored programs is open to qualified individuals regardless of race, color, religion, sex, national origin, or educationally related handicaps. Students must be advised that, by law, College recognition/registration will be given only if the organization is in compliance with Title IX of the Civil Rights Act of 1974, as amended, and the statement above. In order to comply with Title IX, the organization must provide equal opportunity for full participation by all individuals and must not discriminate on the basis of race, sex, color, creed, physical handicap, religion, or national origin in any area of activity of membership in the organization. In the case of sports clubs, separate teams (men/women) where necessary may be organized as long as equal opportunity exists for either sex to form a team. Honorary and professional organizations whose national organizations are exempt from Title IX must furnish proof by letter from the national office.

In compliance with Texas Educational Code 51.9361, student organization advisors and at least one student organization officer will complete a Wharton County Junior College sanctioned student organization risk management program on an annual basis. All student organization members will be informed of the program and be allowed to participate in the program. Certificates of program completion will be submitted and be kept on file in the Office of Student Life for three (3) years.

Wharton County Junior College cannot be held responsible for accidents and/or injuries incurred through activities sponsored by recognized student organizations on or off campus.

We hereby certify:

- The named organization does and will comply with Title IX and all applicable Federal and State regulations.
- The information appearing on our application for registration is true and correct.
- A copy of the organization’s statement of purpose, constitution, and by-laws are on file in the Office of Student Life or included with this packet.
- The officers and members of the organization are students and meet the requirements for student leaders in accordance with the regulations for student organizations at Wharton County Junior College.
- We have read the current information pertaining to student organizations and agree to conduct business and activities in accordance with the rules set forth in those documents, to include policies and law related to alcohol and hazing.
- The advisors for this organization are employed as full-time faculty or staff members at Wharton County Junior College, and at least one advisor will attend each meeting or activity.

Club / Organization Name

Student Officer Name

Student Officer Signature

Office Held

Date

Advisor Name

Advisor Signature



Student Organization – Advisor Agreement

Must be included with Student Organization Recognition form.

Student Organization Name:	
Advisor Name:	Employee ID:
Email:	Work Number:
Primary Campus:	Department:

I have read and understand the regulations governing Student Organizations and have reviewed the Student Club Manual.

I have read, understand, and agree to the responsibilities of advisors outlined in the manual.

I have received approval from my direct supervisor to serve as an advisor to the above named student organization.

Should I decide that I no longer wish to assume this responsibility, I will notify the organization's President and the Director of Student Life.

Advisor Signature

Date



Wharton County Junior College
 911 Boling Highway • Wharton, Texas 77488 • (409) 532-4560

**WCJC Student Organizations
 Check Request Form**

Date _____

Pay \$ _____

Make Check Payable to: _____
 (Name & Address. Leave
 address blank if campus mail
 desired. Include Social Security
 Number, if needed.) _____

For:

Explanation of Expense(s)	Amount

Club Budget Number: _____

Club / Organization Name: _____

Requested By: _____

Request Approved by (Club Advisor) _____

Request Approved by (Club Officer) _____

Request Approved by (Student Life Official) _____

Check issuance approval by (Business Officer) _____

Remarks _____

Please send Check Request form and supporting documents (receipts, etc) to the WCJC Business Office after receiving all signatures. Supporting documents must be attached to this request. Note: Requests without addresses (when not being sent through campus mail) will be returned to the requester.

Keep a copy of request and supporting documents for your club records.



Wharton County Junior College
911 Boling Highway • Wharton, Texas 77488 • (409) 532-4560

**WCJC Student Organizations
Deposit Transmittal Form**

Total Amount of Deposit: \$ _____

Form of Deposit: Check Cash Other: _____

Date of this Transmittal: _____

Account Number: _____

Contact the Student Life Office if you
need your club account number
and/or detail code.

Detail Code: _____

Club / Organization Name: _____

Explanation / Comments (source of income, etc):

Person Originating Transmittal: _____

Signature – Club Officer: _____

Signature – Club Advisor: _____

Signature – Student Life Rep: _____

Original form and deposit should be turned in to Business Office.
Keep a copy for your club records.



Student Organization – Fundraiser Approval Form

Student Organization: _____

Date(s) of Fundraiser: _____

Fundraiser Description:

Student Officer Name

Student Officer Signature

Office Held

Date

Advisor Name

Advisor Signature

To be completed by Office of Student Life:

APPROVED

DENIED, Reason:

Approved by: _____ Date: _____
Student Life Representative



Student Organization – Speaker Request Form

Complete this form to host speakers (unaffiliated with WCJC) for events, programs, or presentations. If your speaker is employed by WCJC, you do not need to approval through this form.

General Information

Organization	Contact Name
Event Name	Contact Phone Number
Event Date	Contact Email
Event Location (campus)	Estimated Attendance at Event

Description of Event

Off Campus Speaker Information

Name	Organization
Contact Number	Contact Email
Reason for bringing in speaker	

Signatures:

Faculty / Advisor: _____ Date: _____

Division Chair:
(for faculty club advisors) _____ Date: _____

Direct Supervisor:
(for non-faculty club advisors) _____ Date: _____

You must turn this form in to the Dean of Students' Office for final approval at least 10 business days prior to the event.

Approval:

Dean of Students _____ Date: _____



WCJC Student Travel Request Form

Employees who plan off-campus trips with students are required to file this form at least three (3) weeks in advance of travel. After all signatures are obtained, the form should be submitted to the Student Life Office for Club / Organization travel and the VP of Instruction for Academic / Curricular Travel. If a college vehicle is being requested, a copy should be sent to the Maintenance office, as well.

Trip Information:

Class / Organization: _____

Faculty Sponsor / Club Advisor: _____

Purpose of Trip: _____

Destination: _____

Trip will cause some students to be absent from class(es)? Yes No

Departure Date: _____ Departure Time: _____

Return Date: _____ Return Time: _____

Accommodations: (if overnight) Hotel: _____

City, State: _____

Method of Transportation: Faculty Vehicle Student Vehicle
 College Owned Vehicle Commercial Transportation

Note: No College funds will be used for student vehicles. If a student vehicle is used, an additional document with photocopies of the driver's license and proof of insurance must be attached.

Signatures:

Faculty / Advisor: _____ Date: _____

Division Chair: _____ Date: _____

Direct Supervisor:
(for non-faculty club advisors) _____ Date: _____

Approval:

Vice President of Instruction:
(for curricular travel) _____ Date: _____

Student Life Representative:
(for club travel) _____ Date: _____



WCJC College Vehicle Request Form

If a College vehicle is needed for the trip, complete the section below. To obtain information on availability and associated costs, contact the Maintenance Department prior to completing this form.

Number of Vehicles required: _____

No WCJC Vehicles requested: _____

If requesting a WCJC vehicle, list approved WCJC driver's name(s) for each vehicle requested. All drivers must be certified through WCJC Maintenance Department to meet College insurance requirements. Allowing non-certified people to drive College vehicles may result in job termination. Contact WCJC Maintenance to learn more about the process of becoming a certified driver.

Driver: _____

Driver: _____

Budget Number to be charged: _____

Once all signatures and approvals are obtained, the form should be submitted to the Student Life Office.

If a WCJC Vehicle is being requested, a copy of the Student Travel Form, as well as the Vehicle Request Form, should be submitted to the WCJC Maintenance Department.



Student Travel: Participation / Release Form

This form must be completed by ALL students participating in the travel.

I, _____ (PRINT FULL NAME) agree to abide by the Wharton County Junior College Student Rights and Responsibilities policy while attending this off-campus trip/event/activity. I also release any and all liability of Wharton County Junior College.

I hereby state that I am responsible for my own behavior and will abide by ALL rules and regulations outlined in the Wharton County Junior College Student Rights and Responsibilities policy, as well as all other College policies, during the entirety of this off-campus trip/event/activity. I understand that if I am in violation of any of these rules, I will be subject to the consequences stated in the WCJC Student Handbook.

Student Signature: _____ Date: _____

Name: _____ WCJC Student ID: _____

Phone Number: _____ Email: _____

State Any Medical Condition(s) / Concerns:

STUDENT EMERGENCY CONTACT (Person to notify in case of emergency)

Name: _____ Relationship to student: _____

Phone Number: _____ Alt Phone Number: _____

Name: _____ Relationship to student: _____

Phone Number: _____ Alt Phone Number: _____



Student Travel: Release of Liability, Waiver of Rights, Assumption of Risks and Indemnity Agreement

This form must be completed by ALL students participating in the travel.

Basic Terms and Definitions

The following are basic provisions of this Release and Waiver. Unless the context otherwise requires, the capitalized terms used in this Release and Waiver shall have the meanings attributed to them in this section.

Participant: _____ (the "Participant").

Event / Program Name: _____ (the "Program").

Location of Event / Program: _____ (City, State)

Dates of Trip: _____

Program Activities: All activities, currently planned or as may be determined, undertaken as a part of or in connection with the Program.

Release, Waiver and Covenants

In consideration of the funding, academic credit or other services provided by Wharton County Junior College (the "College") in connection with the Program, I hereby acknowledge and agree to the following:

- Elective Participation.** I acknowledge that while experiential learning credits are required by the College, my participation in this Program involving activities/events/domestic travel is elective and voluntary and is not required by the College.
- Rules and Requirements.** I agree to conduct myself in accordance with the College policies and procedures, including the College's Student Handbook. I acknowledge receipt of any applicable rules and requirements of the Program and I agree to abide by them. I acknowledge the College has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to or incompatible with the best interests, comfort, harmony or welfare of the College, my conduct violates any rule of the Program or the College policies and procedures, or for any other reason in the College's discretion. I understand that in the event my participation in the Program is terminated under this paragraph, I will be solely responsible for any cost, including the cost of return travel if applicable. I further understand and agree that the College is not responsible for any injury or damage that I sustain while participating in the Program. I acknowledge that I am solely responsible for any legal problems I encounter and the College is not responsible for providing any assistance under those circumstances.
- Informed Consent.** I participated in the planning of the Program or voluntarily chose to participate in a Program that may or may not have been planned and organized by a third party unrelated to the College and am fully informed of the activities included in it and that those activities will be held in and around the Program Site. I understand the various Program aspects and that participation, or travel, of any type may be dangerous and I accept the risks of such participation or travel. I have reviewed the travel itinerary for the Program and understand the dangers, hazards and risks inherent in the Program and my participation in it including but not limited to traveling to, within and from the Program Site via private vehicle and common carrier, overnight accommodations, conditions of equipment, facility conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest, hostilities, terrorism, war, natural disasters and weather conditions, and negligent, inferior or the unavailability of first aid operations or medical treatment. I further understand that as a Participant in the Program I could sustain personal injuries, property damage, or even death as a consequence of the Program Activities, local transportation to and from the various Program Sites, and travel to and from the Program Site.

I understand that serious injuries could occur during participation in this Program and that as a Participant, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility and that I am responsible for creating my own plans for response to any medical emergency, disaster and all other potential maladies and dangers.

4. **Release and Waiver of Liability.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the College, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees, litigation costs and expenses of any appeal), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PROGRAM SITE.** I further agree that the

Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or intentional acts.
5. **Assumption of Risk.** I understand that there are potential dangers incidental to my participation in the Program, some of which may expose me to the risk of serious personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to, within and from the Program Site via private vehicle and common carrier, overnight accommodations, conditions of equipment, facility conditions, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent, inferior or the unavailability of first aid operations or medical treatment, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEE'S INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my participation in the Program.
6. **Indemnity.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees, litigation expenses and costs of appeals), arising from any loss, injury, property damage or death that I may cause or suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**
7. **Personal Belongings.** I understand and acknowledge that the College is not responsible for the loss of any personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.
8. **Personal Medical Expense and Insurance.** I acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program. I acknowledge that the College strongly recommends that I purchase and maintain during the term of the Program personal medical insurance.
9. **Photos.** I consent to the use of my photographs, comments, and photographic likenesses by the College for publicity purposes insofar as the College may in its discretion think fit.
10. **Independent Activity.** The College is not responsible for my welfare during the Program and I acknowledge that I engage in such activities/events/travel or absences at my own risk. I further acknowledge that the College provided monetary support for the Program and that the College's decision to provide the support was based on a request I prepared. The

implementation of the Program is in my control or the control of a person or entity unrelated to the College. I acknowledge the College assumes no responsibility to further assist me in implementing the Program, to supervise me while I am conducting the Program or to provide any services during the Program. I absolve the College from all such responsibility and acknowledge I have no right to look to the College to provide any supervision or assistance during the Program and the College has no responsibility or obligation to provide such supervision or assistance.

11. **Property Damage.** If I damage property belonging to the College or any other college, hotel, hostel or other facility providing service to the Program, or belonging to any individual associated with any of the foregoing, I agree to indemnify the injured party, regardless of whether the loss or damage arises out of the joint or concurrent negligence of any other party, and agree to accept such penalty as the College may impose.
12. **Certification of Fitness to Participate.** I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical record or history that could be aggravated by my participation in the Program.
13. **Governing Law.** This document is to be construed under the laws of the State of TEXAS, U.S.A. without regard to its choice of law provisions.
14. **Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I CERTIFY THAT I HAVE CUSTODY OF PARTICIPANT OR I AM THE LEGAL GUARDIAN OF PARTICIPANT BY COURT ORDER. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I JOIN WITH PARTICIPANT IN GRANTING A RELEASE TO RELEASEES AS SET FORTH IN DETAIL ABOVE.

Signature of Parent or Guardian

Date