

**Texas 4-H Youth Development
2019-2020 Code of Conduct**



During my 4-H involvement...

1. I am expected to attend all sessions that are part of the planned program for all activities. I will inform staff if I am not feeling well or have a schedule conflict.
2. I will dress appropriately to the occasion and adhere to any attire requirements stipulated for the event I am attending. 4-H members should be courteous and clean, and possess good manners.
3. Language must be controlled and appropriate for a 4-H member — I will not use language that is socially offensive.
4. Except for planned tours and outings, I will not leave an activity facility any time without permission of the chaperone and/or staff responsible for the event.
5. I will not smoke or use tobacco products, or be in possession of such products, at any 4-H program event.
6. I will not be in possession of, use alcohol or drugs (except those directed by a doctor), or be associated with or remain in the presence of others when they are being used.
7. I will not be in possession of, use, or threaten another person with a weapon, bodily force or language.
8. I will respect the rights of privacy of those attending an activity and those with whom I may be rooming.
9. I will observe hours established by the staff and be in my room. No boys in girls' rooms, no girls in boys' rooms.
10. I will avoid unnecessary roughness to room furnishings, furniture, equipment, etc. Towels, ashtrays, etc., are not to be taken as souvenirs. Occupants of a room or conveyance are financially responsible for any damage or results of misconduct.
11. Any participant at an official 4-H activity who observes a breach of the code of conduct has the responsibility and obligation to report the misbehavior to appropriate chaperones.

Date

Member Signature

Date

Parent/Guardian Signature

Texas 4-H Youth Development Consequences of Misbehavior

Violators May Expect:

To have the opportunity to explain actions to the professional Extension staff in charge.

Behavior that is disruptive to the event will be documented and a letter describing such will be sent to the District 4-H Leadership Team, County Extension Agent(s) and parents/guardians of those involved. Examples of offenses are as listed below, but not limited to:

Minor Offenses

1. *Habitually late to program activities*
2. *Not in room at designated time*
3. *Not possessing good manners or use threatening, obscene, or sexual harassing language toward others*
4. *Not respecting the rights and privacy of those rooming with or attending an activity*
5. *Lying or untruthfulness to chaperones, leaders, event organizers or others in attendance*

Intermediate Offenses

1. *Inappropriate visitation*
2. *Leaving a 4-H activity without the permission of staff member(s) in charge*
3. *Intentional damage to meeting site, sleeping quarters, person, or other person's property*
4. *Bullying*

Major Offenses

1. *Smoking or using tobacco products*
2. *The use of alcohol or drugs*
3. *Carrying an unauthorized weapon*
4. *Threatening another person with a weapon or causing bodily harm*
5. *Cheating*
6. *Sexual activities or harassment*
7. *Theft of any kind*
8. *Acting in a manner considered by 4-H leadership to be harmful or potentially harmful to the health or well-being of themselves or others, whether such act occurred within, or outside of the 4-H program.*
9. *Violation of the law*
10. *Violation of livestock ethics policy.*

Consequences

- For every offense 4-H member will receive a verbal reprimand.
- For every offense the violator shall write letters of apology to the appropriate people.

Major Offenses

- Automatic removal from event/activity and/or sending a participant home at the parent's/guardian's expense.
- One major offense during any 4-H year may lead to suspension of membership in all Texas 4-H Youth Development programs for the remainder of the 4-H year, along with the possibilities of facing criminal charges, pending offense. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or give up monetary awards or scholarships from the Texas 4-H program.
- May lead to termination of 4-H membership.
- May result in notification of incident to legal authorities.
- May result in disqualification of all validated projects.

Intermediate Offenses

- One or two violations is grounds for removal from the event/activity and/or sending a participant home at the parent's/guardian's expense.
- Three violations during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year. In addition, 4-H member may be asked to resign from all 4-H offices or leadership roles held or to give up monetary awards or scholarships from the Texas 4-H program.

Minor Offenses

- Consistent discipline problems requiring more than two reprimands is grounds for sending a 4-H member home at the parent's/guardian's expense.
- Habitual discipline problems requiring more than four reprimands during one calendar year is grounds for the 4-H member to not be allowed in any county, district or state activities for the remainder of the 4-H year. In addition 4-H member may be asked to resign from all 4-H offices or leadership roles held or to give up monetary awards or scholarships from the Texas 4-H program.

Course Of Action

Event managers responsible for 4-H events and activities are encouraged to communicate to 4-H participants and adult chaperones prior to the event a standard of acceptable behavior, via the Consequences of Misbehavior and Code of Conduct. Standards of behavior and consequences should be reviewed with participants as part of the initial orientation.

1. Event Manager obtains all the relevant facts.
2. Brief the on-site adult responsible for the youth delegate (Extension faculty member or 4-H volunteer).
3. If not on-site, but available via phone, brief the county Extension faculty member and District Extension Administrator responsible.
4. Review consequences of misbehavior. The following steps should be taken when sending a 4-H member home:
Extension faculty member contacts parents.
Parents advised that child is being sent home by safest, most direct means, and that parents are responsible for cost.
Event manager decides if parents should be given the option of picking up the child.
County Extension faculty member collects money from parent to pay transportation charges.
Follow-up correspondence from event's manager to appropriate county Extension faculty member, District 4-H Leadership Team, child and parent for documentation.
5. For all reprimands a Summary Letter and Accident/Incident Report Form will be completed and mailed to the 4-H member, parent, County Extension Agents, District Extension Administrator, County Extension Directors (if applicable), 4-H Specialist, and Texas 4-H Youth Program Director.

I have read the Texas 4-H Consequences of Misbehavior and understand what violators may expect. I agree with the Code of Conduct and do intend to abide by it throughout my 4-H activities.

4-H Member Signature

County

District

Date

As the parent or guardian of _____, I have read the commitment and do support all points. I give permission to the professional Extension faculty in charge to carry out the Code of Conduct as described including inspection of rooms.

Parent or Guardian

Date

2019-2020 TEXAS 4-H YOUTH DEVELOPMENT PROGRAM

Program Name

CAMP & ENRICHMENT PROGRAM

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission to participate in any and all activities of Texas 4-H ("activity"), which is sponsored by Texas A&M AgriLife Extension Service and Texas 4-H Youth Development Program, ("sponsor"), a member of The Texas A&M University System, I hereby release, waive, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, The Texas A&M University System, the Board of Regents for The Texas A&M University System, and their members, officers, agents, volunteers, or employees ("RELEASEES" or "INDEMNITEES") from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in this activity, while traveling to and from the activity, or while on the premises owned, leased, or controlled by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of RELEASEES.**
2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to all events and activities, and I choose to voluntarily participate in this activity with full knowledge that the activity may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation and conduct in this activity, **including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of INDEMNITEES.**
3. NO INSURANCE. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Sponsor does not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so sponsor, a governmental unit of the State of Texas, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.
4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks associated with this activity and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, gross negligence, statutory fault, intentional torts, or strict liability of RELEASEES.**

6. **NO STRICT RULES OF CONSTRUCTION.** In the event of a dispute over the meaning or application of this agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.
7. **VOLUNTARY SIGNATURE.** In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. **For youth engaging in extracurricular activities:** I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me that has a lower level of risk to me. I further understand this is a voluntary, extracurricular activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

SIGNED this _____ day of _____, 20 _____

Participant Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

Parent or Legal Guardian Signature:
(If participant is under 18 years old) _____

Parent or Legal Guardian Printed Name:
(If participant is under 18 years old) _____

In case of emergency, contact at the following number _____

If the participant has medical insurance, please indicate:

Insurance Company: _____

Policy Number: _____

Name of Primary Policy Holder: _____

Primary Policy Holder Relationship to Participant: _____

Participants Primary Care Physician: _____

Participants Primary Care Physician Phone: _____

GENERAL HEALTH INFORMATION
My child's allergies, physical or medical conditions, and current medication(s) are as follows: _____

As a parent or guardian of the child named above I understand that the information requested on this form is intended to help inform staff of any pre-existing medical conditions. You as the parent or guardian, are accountable for providing an accurate medical history. If your child has a pre-existing medical condition, participation in any strenuous activities or recreational time may not be recommended. Final determination about whether or not the child named above should participate in any activities is the responsibility of you and your child's physician. I understand and acknowledge that my failure to disclose relevant information may result in harm to my child and/or others during this camp/program. By signing my name I represent and warrant that I have provided all relevant information regarding pre-existing medical conditions and that it is accurate and complete. I agree to notify the organizers of the camp/program for which my child is participating in of any changes in my child's medical conditions prior to or during the camp/program.

Parent/Guardian Signature: _____ Date: _____