

University of Puget Sound Summer Camp
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT

I/we, on behalf of my/our minor child _____ (“Participant”) voluntarily elect to enroll the Participant in the _____ camp (“Program”), to be held in and around University of Puget Sound (“University”) campus from _____ to _____ (dates/year). Because agreement to all of the terms below are required for participation in the Program and **in consideration for Participant being permitted by the University of Puget Sound to participate in the Program, I/we agree to the following:**

RULES AND REQUIREMENTS: I/we agree to ensure that Participant follows all the rules and requirements of the Program. I/we further acknowledge that the University has the right to terminate Participant’s participation in the Program if it is determined that his/her conduct is detrimental to the best interests of the Program or violates any rule of the Program, or at the University’s discretion.

WARNING/RISK OF HARM: **By its nature, participation in the Program includes a risk of injury, which may range in severity from minor to those with long-term catastrophic effects.** Although serious injuries are not common in supervised athletic programs, it is impossible to eliminate this risk. Participants can and have the responsibility to help reduce the chance of injury. I/we will ensure that Participant obeys all safety rules, reports all physical problems to coaches, follows proper conditioning programs, and inspects equipment daily. I/we further acknowledge concussions pose a particular risk. I/we have read the attached Concussion Information Sheet-Lystedt Law and will ensure that (1) I/we or Participant report immediately to the University’s coach or supervisor if Participant receives a blow to the head or body and experiences signs or symptoms of a concussion or brain injury; (2) I/we or Participant will report any delayed signs or symptoms to the University’s coach or supervisor; (3) Participant will not return to play in a game or practice if Participant has received a blow to the head or body that results in concussion-like symptoms until he/she is cleared by a member of the University’s staff.

INFORMED CONSENT: I/we have been informed of and understand the various aspects of the Program. I/we understand and agree that Participant will engage in physical activities which may pose a risk of harm, including (but not limited to) playing, observing or participating in Program activities, traveling to and from Program events.

ASSUMPTION OF RISK: I/we understand and acknowledge that there are potential dangers incidental to participation in the Program. The risks may result from the activity itself, from the acts of others, from use of the equipment, travel, or organization of or unavailability of emergency medical care. **I/WE KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS ON BEHALF OF PARTICIPANT, KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES IDENTIFIED BELOW.**

RELEASE AND WAIVER OF LIABILITY: I/we, on behalf of my/our personal

representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at the University's direction (collectively 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), arising from any injury, damage or death that the Participant may suffer as a result of participation in the Program, regardless of whether the injury is caused by the Releasees and regardless of when or where it occurs. I/we further agree that the Releasees are not in any way responsible for any injury or damage that Participant sustains as a result of his/her own negligent or grossly negligent acts or my own intentional misconduct and I/we hereby release Releasees from any liability for the same.

INDEMNITY: I further agree that, in the event that I/we or any of my/our family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to Participant, including but not limited to any injury resulting from his/her own negligence, gross negligence or intentional misconduct during or related to the Program, **I/WE AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I/we agree to maintain during the term of the Program personal medical insurance for Participant. If Participant does not have insurance, I/we will assume full responsibility for payment of expenses incurred in the event of injury to Participant.

CERTIFICATION OF FITNESS TO PARTICIPATE: I/we attest that Participant is physically and mentally fit to participate in the Program, that I/we have discussed participation in the Program with Participant's physician, that his/her physician has confirmed that Participant can safely participate in the Program and that he/she does not have any medical record of history that could be aggravated by participation in the Program. I further attest that Participant is physically and mentally fit to participate in the Program.

RESPONSIBILITY FOR REPORTING INJURIES: Participant must report all injuries and illnesses, including signs and symptoms of concussions, to the University's health care provider. I/we affirm that I/we have fully disclosed in writing any of Participant's prior medical conditions and will also disclose any future conditions to the University's health care provider.

MEDICAL CONSENT: I/we understand and agree that medical personnel may not be available at the location of the Program. In the event Participant experiences any condition requiring emergency medical treatment, the University may direct that he/she be transported to the hospital for such care. I/we understand the Program will first attempt to personally contact me/us. I/we hereby give my/our consent for medical treatment deemed necessary by physicians

designed by University authorities. I/we agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

PROMOTIONAL RIGHTS: I/we grant the University the right to use, for promotional purposes only, any photographs of Participant taken by University, its employees or agents, during my participation in the Program. I/we permit the University to use (for marketing purposes) any statements or quotes attributed to Participant or me/us in my/our evaluation of the Program.

I/we hereby acknowledge that I/we have read, understand and will abide by each of the terms and conditions of this Agreement. I/we understand that I/we may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I/we sign it.

For the Parents/Guardians for Participants Who Are Minors:

I/we certify that I/we have custody of Participant or am/are the legal guardian(s) of Participant by court order. I/we HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I/we have discussed the terms of this agreement with the Participant, including his/her obligation to follow the Program rules and immediately report any injuries. **I/WE ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

Date: _____

Signature of Participant

Printed Name of Parent or Guardian

Date: _____

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Date: _____

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Received by:

Date: _____

(Printed Name)

Insurance and Contact Information

Medical conditions or allergies that the Program should be aware of:

Current prescriptions that the Program should be aware of: _____

Will the Participant need to take the prescription during the Program?

Yes ___ No ___

If yes, explain details: _____

Medical Insurance Company Name and Phone Number

_____ (____) ____ - _____

Policy #: _____

Group #: _____

Name of Primary Physician: _____

Phone Number of Primary Physician: _____

Emergency Contact Information:

Name: _____

Phone (H) _____ (W) _____ (C) _____

Name: _____

Phone (H) _____ (W) _____ (C) _____

Other Individuals Authorized to pick up camp participant:

Name: _____ Phone: _____

Name: _____ Phone _____

Print Name of Parent/Guardian

Signature of Parent/Guardian

Date