

USF Tennis Camp

TERMS OF PARTICIPATION, PARENTS' MEDICAL CONSENT,
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, the undersigned parent or legal guardian of _____ (hereinafter referred to as "Participant"), request that Participant be allowed to participate in the USF Tennis Camp ("Camp"). In consideration for the opportunity for Participant to participate in Camp activities (hereinafter referred to as the "Program"), I agree to the following terms:

INSPECTION OF PREMISES: I acknowledge that I have inspected the Camp premises, facilities and equipment, and I find that such premises, facilities and equipment are safe and reasonably suited for their intended purposes.

PARENTS'/GUARDIANS' RESPONSIBILITIES: I am familiar with the activities included in the Program and understand that Camp staff are available to discuss the Program should I wish additional information. I also understand that I am solely responsible for the arrival and departure of Participant at the beginning and end of each day's Program. I will not allow my child to remain on the Camp premises after each day's Program without appropriate supervision or the written permission of Camp. I agree that Camp will have no responsibility for the supervision of my child at times other than during the scheduled Program. I will inform my child that she is expected to cooperate with, and follow the directions of, the persons in charge of the Program and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.

PARTICIPANT'S HEALTH: Participant is in good health, and I know of no reason why she would be incapable of participating in Camp activities. I agree that I will immediately notify Camp if a change in Participant's health or other condition would affect Participant's ability to participate in the Program.

RULES AND REQUIREMENTS: I agree to accept all rules and requirements of the Program. I further grant Camp the right to terminate Participant's participation in the Program if it is determined that Participant's conduct is detrimental to the best interests of, or violates any rule of, the Program.

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 University of San Francisco, its directors, officers, employees and agents, and the USF Tennis Camp, its directors, officers, employees, and agents (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), arising from any injury, illness or death to Participant or damage to Participant's property or my property, as the result of Participant's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to Participant's participating and/or receiving instruction in the Program, some of which may be dangerous and which may expose Participant to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: participating in recreational sports activities; use of equipment or facilities which may malfunction or break; improper maintenance of any equipment or facilities; negligent instruction or supervision; injury or damage caused by other Camp participants; Participant slipping and falling while on the Camp premises; negligent first aid operations or procedures of Releasees; and other risks that are unknown and

unforeseeable at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for Participant's participating in the Program.

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), arising from any injury, illness or death to Participant or damage to Participant's property or my property, as the result of Participant's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

MEDICAL CONSENT: I hereby authorize the staff of Camp to act for me according to their best judgement in any emergency in which Participant requires medical attention.

I certify that I have custody of participant or 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 UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Signature of Parent or Guardian

Date