



# Valley Sports Camp

## Waiver of Liability/ Release Assumption of Risk & Indemnity Agreement

I/we are aware that our child(ren) will be involved in and exposed to the hazards of sports and playground activities including the possibility of off-campus field trips.

I/we indemnify, defend and hold harmless Valley Sports Camp, and its officers, directors, employees, owners of property used/leased by Valley Sports Camp, and representatives (collectively) against all liability demands, claims, costs, losses damages, recoveries, settlements, incurred by indemnities (“losses”) regardless of cause other than gross negligence, known or unknown, arising from my child(ren)’s participation in Valley Sports Camp activities. It is agreed that the venue of trial of any dispute that may arise to which Valley Sports Camp, or its agents, is a party shall be in Santa Clara County, California.

I/we agree that, for the general welfare of all campers, the Camp reserves the unrestricted right to dismiss any child whose conduct or influence, or whose parent’s conduct or influence, in the opinion of the Director, is inimical to the best interests of the Camp. Further, we understand and agree that such dismissal will be made without refund.

It is understood that all photography and videography taken at camp may be used for promotional purposes.

It is understood that in the event that this Agreement is executed by one parent or guardian, the signor acknowledges that he/she is also acting as agent of the other parent/guardian with authority to enroll the child at camp and to execute this Agreement on his or her behalf.

It is understood that this contract constitutes the full understanding of the parties hereto and no change, modification or waiver of any of the terms shall be effective unless in writing and signed by both parties.

I/we give permission to the directors of the Valley Sports Camp to administer prescribed medication and routine health care and also to provide and approve immediate emergency care & transportation should it be required.

For and in consideration of the undersigned participant's registration with Valley Sports Camp and being allowed to participate in events and member activities, participant and the parent(s) or legal guardian(s) of participant waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant or participant's parent(s) or legal guardian(s) arising out of participating in Camp events, the multiple sports or swimming, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of



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action that participant and/or participant's parent(s)/guardian(s) do so on behalf of their heirs, executors, administrators and assigns,

Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume all risks relating to sports participation and activities thereto, and understand that sports and activities incidental thereto involve risks to participant's and participant's parent(s)/guardian(s) person including bodily injury, partial or total disability, paralysis, and death, and damages which may arise there from and that we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/guardian(s) or the negligence of others, including the organization, its affiliates, members, event hosts, other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (collectively, "releases"), and include risks arising from the conditions and use of sports facilities and related premises. I/We further acknowledge that they may be risks and dangers not known to us or not reasonably foreseeable at this time.

Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions and use of sports facilities and related premises, whether as a participant or spectator, including without limitation, the risks involved with participating in Valley Sports Camp's sports activities. Participant and participant's parent(s)/guardian(s) further acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of the said areas and for failure to warn of dangerous conditions existing at said facilities, for negligent selection of certain releases, or negligent supervision or instruction by releases.

Participant and participant's parent(s)/guardian(s) agree if any claim for personal injury or wrongful death is commenced against releases, he/she shall defend, indemnify and save harmless from any and all claims or causes of action by whomever and wherever made or presented for his/her personal injuries, property damage or wrongful death.

Participant and participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representation of releases, that they are fully advised of the potential dangers of multiple sports and swimming, and understand these waivers releases are necessary to allow the activities of Valley Sports Camp to exist in its present form.

\_\_\_\_\_ (Print Parent / Guardian Name)

\_\_\_\_\_ (Signature of Parent / Guardian Name)

\_\_\_\_\_ (Date)