

ALBION COLLEGE RELEASE AND WAIVER: CAMP PROGRAMS

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, (or hereinafter on behalf of my minor child) _____
("Participant"), hereby acknowledge that Participant has voluntarily elected to enroll in the
Camp Program:— _____ ("Program"), to be held in and around
Albion College Campus, from: (dates) _____. [*WHERE APPLICABLE:* I further
understand that if Participant is a minor, then I, as his or her parent or legal guardian must agree
to all of the conditions set forth below on behalf of the minor even where the language is
specifically directed to Participant.] **In consideration for being permitted by the [Institution
Name] ("[INSTITUTION]") to participate in the Program, I hereby acknowledge and
agree to the following:**

PROMOTIONAL RIGHTS: As a condition of my participation, I hereby grant Albion College
the right to use, for promotional purposes only, any photographs of me taken by Albion College,
its employees or agents, during my participation in the Program. I further understand and agree
that Albion College may use (for marketing purposes) any statements or quotes attributed to me
in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Albion
College's policies and procedures, including the *Minors on Campus* which appear in the *Albion
College Web Site*. I further agree to abide by all the rules and requirements of the Program and
the rules listed in the signed contract. I acknowledge that Albion College has the right to
terminate my participation in the Program if it is determined that my conduct is detrimental to
the best interests of the group, my conduct violates any rule of the Program, or at Albion
College's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the
Program. I understand and agree that I will engage in physical activities, [*including water-sports
activities,*] which may pose a risk of harm. I understand that these activities include but are not
limited to: playing, observing or participating in Program activities, traveling to and from
Program events.

I further understand that the Program in which I am participating involves a swimming pool. I am aware that any contact with a swimming pool involves certain risks, including but not limited to: death, drowning, or other personal injury as a result of the area's conditions, the acts of third parties or other unknown safety hazards, diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, first aid operations or procedures of Releases (as defined herein) and/or 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 the risks involved in this Program may include, but are not limited to: travel to and from Program site, including via private vehicle, common carrier, and/or Albion College owned vehicle; injury resulting from athletic, physical or other game-like activities during the Program as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards; diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, negligent first aid operations, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. These serious personal injuries and possible death may not only be a consequence of Releasees' (as defined herein) actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I further acknowledge that I have read and understand the NCAA Concussion Fact Sheet and am aware of the following information:

1. A concussion is a brain injury for which I am immediately responsible for reporting to Albion College's or personal Athletic trainer or counselor.
2. A concussion can affect my ability to perform everyday activities, including reaction time, balance, sleep, concentration and classroom performance.
3. It is my responsibility to report to the College's camp administrator if I receive a blow to the head or body and experience signs or symptoms of a concussion or brain injury, which may include: headache, blurred vision, weakness in one arm or leg, loss of consciousness, stumbling, loss of balance, nausea/vomiting, confusion, memory loss, or change in personality (including irritability and depression). I understand that I must report this immediately and as soon as I am physically capable of doing so.
4. I may notice some symptoms of a concussion immediately, but other symptoms may show up hours or days after the initial injury.

5. If I suspect a fellow camper has a concussion, I am responsible for immediately reporting his or her injury to the College's Athletic trainer camp administrator or our own personal athletic trainer.
6. I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by a member of the College's staff or from our own personal athletic trainer or physician.
7. Following a concussion, the brain needs time to heal. I am more likely to have a repeat concussion if I return to play before my symptoms resolve. In rare cases, repeat concussions can cause permanent brain injury or death. Because of this, I understand it is important to accurately report all continuing signs and/or symptoms if I have been diagnosed with a concussion.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury and possibly death as described throughout this Agreement. The risks may result from the activity itself, from the acts of others, from use of the equipment or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Program and that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from *designated field* via private vehicles, common carriers, and/or Albion College's owned vehicles, local transportation to and from the *practice site*, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releases.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in 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** Albion College, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Albion College's direction (collectively referred to as "Releases"), 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 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' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE**

IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.

I further agree that the Releases are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releases from any liability for the same.

Albion College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Albion College. I, hereby release Releases 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, damage or death that I may suffer as a result of actions of any third parties who are not Releases.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless 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, 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 OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my 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 me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I 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 agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Program except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

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 of history that could be aggravated by my participation in the Program. I further attest that I am physically

and mentally fit to participate in the Program, and that I am responsible for consulting with my health care provider towards this end.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Albion College's qualified health care provider. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the College's health care provider.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do ___/do not ___ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Albion College personnel deem necessary for my safety and protection. I understand and 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. I further understand that in the event that I experience any condition requiring emergency medical treatment, Albion College may direct that I be transported to the hospital for such care.¹

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program, I am doing so independently and that I am not an employee or agent of Albion College. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Albion College for my participation in the Program.

CHANGE OF VENUE: Albion College reserves the right to change the venue to a similar venue and/or to change the dates of the Program if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Michigan

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.

¹[NOTE: In the event that a participant expressly declines medical treatment on the waiver, an officer at the institution should immediately have a conversation with the participant (or guardian) to ensure that the participant fully understands the risks of declining medical treatment. The participant should also be informed that if he or she reasonably appears to be experiencing an emergency medical condition, the institution will transport the participant to the hospital. In the event that a participant who has declined medical treatment experiences an injury or medical condition that appears to require emergency treatment, the institution should transport the student to the hospital's emergency room. Such transportation is authorized under the federal Emergency Medical Treatment and Active Labor Act (EMTALA), which mandates medical screening examination and treatment for all patients presenting to an emergency department with an emergency medical condition. Neither parental nor patient consent may be needed for such care. Moreover, once the participant is at the hospital, the institution should ensure that the examining health care provider (not the institution) fully explains the risks of not proceeding with treatment to the participant. The treating physician should also document the participant's refusal of medical treatment in writing. If the participant is comatose and unable to decline medical treatment but previously declined medical treatment in his or her waiver, he or she should also be transported to the emergency room.]

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

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

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 AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _____

(Signature)

(Printed Name of Institution Official)

This document is presented to EIIA members strictly as a guideline. As individual circumstances may vary, the contents and concepts presented should be reviewed and amended as necessary to properly address your institution's unique exposures. Additionally, it is recommended that the contents and concepts presented be reviewed in the full context of its use with legal counsel prior to implementation.

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