

Rick McLaughlin Volleyball Camp
Summer 2019

WAIVER, ASSUMPTION OF RISK AND RELEASE

Parents Please Read Carefully

Name of Participant (*Please Print Legibly*): _____ Age at Camp: _____

I, the undersigned parent/guardian of _____, do hereby consent to his/her participation in the Rick McLaughlin Volleyball Camp (the "Camp").

I hereby acknowledge and understand that the Camp is a privately run volleyball camp and is not operated by or through the University of California at Santa Barbara. The Camp is neither associated or affiliated with, nor is it sponsored, controlled or supervised by, the University of California at Santa Barbara but is under the sole sponsorship, control and supervision of Rick McLaughlin Volleyball, LLC.

As a result, I, for my child listed above and myself, our family, heirs, executors and administrators, do hereby waive, release and forever discharge the University of California at Santa Barbara and its administrators (including the Regents of the University of California), officers, employees, staff, agents, representatives, successors and assigns from any and all liability, claims, demands or actions arising out of, resulting from or related to any loss, personal injury, accident or illness (including death), and property damage or loss that may be sustained or occur during my child's participation in, or attendance at, the Camp.

I acknowledge that the safety and well being of each participant is of paramount importance to the staff of Rick McLaughlin Volleyball, LLC. Although the Camp has taken reasonable steps to provide my child with the appropriate equipment and skilled staff, I recognize that there are significant risks inherent in participating in the Camp. I also acknowledge that certain risks cannot be eliminated without destroying the unique character of the Camp.

I understand the Camp will take place in a dynamic environment and may expose the participants to certain risks. I acknowledge that the following describes some BUT NOT ALL of those risks: risks of personal injury, accidents and/or illness including sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spine injuries, allergic reaction, shock, paralysis or death. I understand the description of these risks is not complete and the unknown or unanticipated may occur during the Camp. Despite all these risks, I elect to have my child participate in the Camp. My child's participation in the Camp is purely voluntary. No one is forcing my child to participate.

I, for my child listed above and myself, our family, heirs, executors and administrators, hereby agree to waive, release and discharge Rick McLaughlin Volleyball, LLC, its owners, members, managers, employees, staff, agents and representatives (each, a "Released Party") from any and all claims, losses or causes of action including, but not limited to, the personal injury of my child or property damage arising out of his participation in, or attendance at, the Camp, whether such injury or damage was caused by negligence or any other cause.

Further, I, for my child and myself, our family, heirs, executors and administrators, hereby agree to indemnify and hold harmless each Released Party from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of my child's involvement in the Camp and to reimburse each of them for any such expenses so incurred.

I represent and warrant that my child is covered by medical insurance and the insurance information provided on the attached Appendix A is complete and accurate, is currently in effect and will remain in effect through the duration of my child's participation in the Camp. I hereby agree to notify the Camp immediately of any changes to the insurance information so provided. Further, I represent that my child is in good health and there are no medical issues that might affect his participation in the Camp. I authorize any Released Party and/or its authorized personnel to call for medical care for my child or to transport my child to a medical facility or hospital if, in the opinion of such personnel, medical attention may be needed. I authorize the physician or medical personnel to provide the treatment deemed necessary by them. I agree that upon my child's transport to any medical facility or hospital, the Released Party shall not have any further responsibility for my child. Further, I agree to pay all costs associated with such medical care and related transportation provided to my child and shall indemnify and hold harmless the Released Party for any costs incurred therein or any claims arising therefrom. I understand the Camp's liability insurance covers only campers ages 13 (or entering 8th grade) through 19, and that all campers are required to be within that age group at the time of participation. I acknowledge that at the time of the Camp my child's age will be within such range.

I expressly agree that this Waiver, Assumption of Risk and Release is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full force and effect.

I hereby grant permission for Rick McLaughlin Volleyball, LLC and its representatives to take photographs, video recordings, and/or sound recordings of my child during the Camp. Additionally, I grant permission to use the negatives, prints, motion pictures, video tapings, audio tapings or any other reproduction of the same for promotional purposes on flyers, on the World Wide Web, or in any other manner deemed necessary.

I have read this Waiver, Assumption of Risk and Release and fully understand its terms and understand that I am giving up substantial rights, including the right to sue. I represent and warrant that all information provided in this document is true and correct and I understand that if any false information is provided, Rick McLaughlin Volleyball, LLC will not be responsible as a result thereof. I acknowledge that I am signing this agreement freely and voluntarily, and I intend by my signature to the complete and unconditional release of all liability to the greatest extent allowed by law.

I hereby state that I am the parent or guardian of the child whose name and signature appears below.

Signature of Parent/Guardian

Date

Parent's/Guardian's Printed Name

Signature of Participant

Date

Participant's Printed Name

APPENDIX A

Insurance Information (please fill in all information that applies)

Insurance Company: _____

Policy Holder's Name: _____

Relation to Participant: _____

Member Identification No.: _____

Policy/Group No.: _____

Plan Code: _____

Other Information Available: _____

At the conclusion of the 4-day camp, many of our participants need to leave the camp without an adult's signature (e.g., they travel by train, plane, bus, shuttle, taxi, carpool, drive themselves, etc.). This form allows the camp to release the participant without an adult's signature.

RICK McLAUGHLIN VOLLEYBALL CAMP

I give my son, _____ (a minor), permission to sign himself out of the Rick McLaughlin Volleyball Camp at UCSB, which takes place July 27-30, 2019, and leave alone. Both my son and I understand that he will not be permitted to leave the camp during camp hours.

Signature of Parent/Guardian

Date

Printed name of Parent/Guardian

Signature of Participant

Date

Printed name of Participant