

COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS

ATHLETIC CAMPS

In consideration for receiving permission for my child to participate in an athletic camp on the campus of Henderson State University, I, the undersigned, execute this Covenant Not to Sue and Agreement to Hold Harmless voluntarily to bind my child, myself and my family and heirs. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes Henderson State University Summer Camps, Henderson State University; the Board of Trustees of Henderson State University; the officers, servants, agents, volunteers, or employees of the university; and the other entities involved in the organization of the athletic camp (herein referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me while my child is a participant in the activity, using equipment owned or provided by the RELEASEES or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the negligence of RELEASEES. I know of no medical reason why my child should not participate in this activity.

I am fully aware that there are inherent risks involved with participating in this athletic camp, including but not limited to property damage and serious personal injury to my child, including death, and I choose to voluntarily allow my child to participate in the activity with full knowledge that doing so may be hazardous to my child and his or her property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, PARALYSIS, AND HEAD TRAUMA that may be sustained as a result of my child's participation, including injuries sustained as a result of the negligence of the releases. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my child's participation.

I am fully aware of the following:

- 1. That participation in the athletic camp may subject my child to potentially hazardous activities including but not limited to automobile travel and overnight accommodations in university residence halls.
- **2.** That participation in the athletic camp may subject my child to potentially hazardous activities including but not limited to attending outdoor practices, traveling to activities, other athletic activities and other hazards.
- **3.** That participation in the athletic camp may expose my child to environmental hazards including, but not limited to fires, lightning, flashfloods, tornados, thunderstorms, high winds and extreme heat or cold; natural elements such as wind, lightning and rain, dangerous terrain, dangerous animals, spiders and insects
- **4.** That these activities may be conducted in rural areas without prompt access to medical treatment or other emergency services.
- **5.** That I agree that my child will engage in only those activities that she or he is physically capable of doing.
- **6.** That I am responsible for properly equipping my child for the risks involved in this activity with personal medical supplies and equipment (such as a medical alert bracelet, insulin, or an epinephrine injector) to address any medical condition or allergy that affects my child.

- 7. I acknowledge that the use of alcohol or drugs during the athletic camp is strictly prohibited during the athletic camp due to the inherent risks involved. I agree that my child will not use or be under the influence of alcohol, misuse any drug or use an illegal drug while she or he is participating in this athletic camp. I acknowledge that my child's failure to comply may result in my child being dismissed from the athletic camp immediately.
- **8.** I understand that the athletic camp organizers and Henderson State University are not responsible for the loss or theft of any of my child's personal property.
- **9.** I understand that the athletic camp organizers, Henderson State University and the other releasees may <u>not</u> maintain any insurance policy covering any circumstance arising from my child's participation in the activity. As such, I am aware that I should review my child's personal insurance coverage.

It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind my child, the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Arkansas. Nothing in this Covenant Not to Sue and Agreement to Hold Harmless shall be deemed to waive the sovereign immunity of Henderson State University. Pursuant to A.C.A. §19-10-204, the Arkansas State Claims Commission shall have jurisdiction over any dispute regarding my participation in this activity and this Covenant Not to Sue and Agreement to Hold Harmless.

In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, I have had the opportunity to ask questions, I understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I state that I am eighteen (18) years of age or older.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the university from any and all liabilities incident to my minor child's involvement, EVEN IF ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY, to the fullest extent permitted by law.

SIGNED this	day of	, 20	
Parent or Guard	ian Signature:		
Printed Name:			
Student Signatui	~e:		
Printed Name:			

CONSENT TO MEDICAL TREATMENT (OPTIONAL)

Parents or Guardians of participants under 18: In the event that your child is injured every effort will be made to contact you immediately using the information you have provided on this form so that you may make medical treatment decisions for your child. To provide for the event that your child is injured and in need of emergency medical treatment and we are unable to contact you, you may sign below to authorize medical treatment. I understand that this consent optional and I or my minor child may participate in the activities if I do not provide consent for emergency medical treatment.

Participant signature Date			Participant's parent or guardian (if Participant is under 18)	
SIGNED this day of _		, 20		
	<u>Partic</u>	ipant Information		
Name		Gende	er M	F
Current Address				
Telephone		email		
In Case of Emergency, contact	<u>t:</u>			
Emergency contact name				
Relationship to student				
Emergency contact's primary	telephone			
Emergency contact's secondar	ry telephone			
Allergies, other medical condi-	tions, disabilities, and	-		
Doctor's Name:		Phone:		
Insurance: (You are strongly encouraged	to provide a copy of	your insurance card, in cas	se treatment is r	needed.)
Signature of Parent	Signature of S	Student	Date	_

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