IDAHO STATE UNIVERSITY VOLLEYBALL CAMPS (Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOURSELF OR A MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF, YOUR MINOR CHILD, OR DAMAGE TO YOUR PROPERTY, ARISING OUT OF THE VOLLEYBALL CAMPS, NOW OR AT ANYTIME IN THE FUTURE.

Acknowledgement of Risk: I (meaning an adult participant for him/herself OR parent/guardian of a minor participant on behalf of the minor) understand and acknowledge that participating in the Idaho State University (ISU) Volleyball Camps (herein "Volleyball Camps") entails both known and unanticipated risks which include, but are not limited to: activities related to playing the game of volleyball; injuries including sprains, strains, broken bones, dehydration, concussion, paralysis, allergic reactions to food and drink; and even death, as well as damage to property or third parties, or other unknown and unanticipated activities and risks. I certify that I (or my minor child if applicable) has knowledge of the voluntarily assumed risks; is in good health; and has no physical or mental limitations that would preclude safe participation.

Release/Indemnification/Covenant Not to Sue: <u>To the fullest extent permitted by law, and in</u> <u>consideration for being allowed to participate, I, on behalf of myself, or my minor child, my heirs,</u> representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold <u>harmless</u>, release, and covenant not to sue the State of Idaho, its State Board of Education, Idaho State <u>University, coaches, respective officers, employees, volunteers, and agents, (the Released Parties) for any negligently caused injuries or losses arising from or related to the Volleyball Camps. I further agree to <u>defend and indemnify the Released Parties and each of them from any claims, demands, actions,</u> <u>damages, costs, fees, or expenses arising out of losses suffered by or caused by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.</u></u>

Other: I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility. I grant Idaho State University the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child during the Volleyball Camps. I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. The venue of any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have the legal right to execute this waiver on behalf of the minor and that the release, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.

Participant Name and age if a minor (printed)	Participant Signature	Date
Parent/Guardian Name (printed)	Signature	Emergency Contact Name/Number



Assumption of Risk Agreement

Athletics Camps

In consideration for the opportunity to participate in this event, I voluntarily agree to assume all risks involved in my participation. I understand and acknowledge there are inherent and unanticipated risks that may include but are not limited to: sprains, strains, abrasions, contusions, injuries to the face, broken bones, tearing of ligaments or tendons, internal injuries, head-injuries, paralysis, cardiovascular stress, dehydration, heat rash, heat exhaustion, heat stroke, other heat related illnesses, potential risk of illness and injury from extreme weather conditions, other injuries related to collision with other players and fixed or moving objects, risk of negligence from myself or other participants, and other foreseeable and unforeseeable risks of injury or death that may occur that ISU cannot specifically anticipate and list here. I understand and acknowledge that equipment may fail or malfunction, despite reasonable maintenance and use. Furthermore, I understand and acknowledge that ISU maintains only its own equipment and is not responsible for the equipment of you or the other participants. I have reviewed the event description and verify I have no physical or mental condition which would endanger myself or others by my participation in this activity. I agree to follow all event rules, instructions, safety protocols, and proper use of any equipment.

I acknowledge ISU does not provide health and accident insurance for participants and I agree to be financially responsible for my own medical expenses. I further agree that in the event emergency medical treatment becomes necessary and I am unable to communicate, ISU staff or emergency medical personnel may authorize or conduct treatment or care on my behalf as appears reasonable under the circumstances.

I also grant ISU the right to take and use photographs or video footage of me during this event for its educational or promotional purposes, including on university websites or on social media.

I have read, understand, and agree to the above:

Name of Participant

Signature

Date

For Minor Participants: I am the parent or legal guardian of the Participant above. I have read this Agreement and voluntarily agree for myself and the Participant to be bound by its terms.

Name of Parent/Guardian

Signature

Date

Emergency Contact:

Name of Emergency Contact

Relationship

Phone Number