



MBA SUMMER SPORTS CAMPS

2009 AGREEMENT AND RELEASE OF LIABILITY

Activity: Dixie State College/MBA Football Camp

Date: July 2009

Location: Can be single or multiple locations, on and/or off the USD campus (see Camp Information)

Camper's Name _____ Age _____

Address _____

City _____ State _____ Zip _____

Camp Enrolled In: _____ Dates of Camp: _____

The camper ("Camper") should complete this Agreement and Release of Liability ("Agreement") if Camper is age 18 or older. Camper's parent or legal guardian should complete and sign this Agreement if Camper is under age 18.

I, the undersigned (or parent/guardian, if Camper is under 18 years old), understand that this is a legally-binding agreement and release of liability of the Dixie State and MBA Sports Camps.

I/Camper requests permission to participate in the USD Summer Sports Camp identified above. In consideration of permission being granted to me/Camper to participate in the camp activities, I agree as follows:

- Voluntary Activity** I understand and agree that my/Camper's participation in the camp activities is purely voluntary and is not required by MBA Sports Camps.
- Release of Liability** I, on behalf of myself/Camper, my/Camper's heirs, personal representatives, guardians, successors, and assigns, hereby release MBA Sports Camps and its administrators, faculty, trustees, officers, directors, employees, volunteers, coaches, athletic trainers, team physicians, and agents (all of whom are referred to as "Releasees") from, and agree not to sue Releasees, for any claims, loss, liability, demands, causes of action, costs, expenses (including but not limited to attorneys' fees), damages or suits of any type, whether in law or in equity, that I/Camper may have arising from, or relating in any way (directly or indirectly) to my/Camper's participation in the camp activities, including without limitation any physical, emotional or mental injury or property damage that I/Camper may suffer as a result of my/Camper's participation in the camp activities, to the maximum extent permitted by law.
- Acknowledgment of Risk** I recognize and appreciate the dangers, hazards, and risks associated with participation in the camp activities. I understand that the dangers, hazards, and risks of the camp activities could include serious or even fatal injuries and property damage. I acknowledge that I have fully considered the dangers, hazards, and risks associated with my/Camper's participation in the camp activities, and voluntarily assume those dangers, hazards, and risks. I give my consent and approval for my/Camper's participation in the camp activities.
- Emergency Medical Treatment** I understand and agree that MBA Sports Camps does not have medical personnel available at the location of the camp activities. I hereby grant MBA Sports Camps/Dixie State permission to authorize emergency medical treatment, if necessary, and to transport me/Camper to an appropriate facility to receive emergency medical treatment, and that such action shall be subject to the terms of this Agreement. I understand and agree that MBA Sports Camps/Dixie State assumes no responsibility for any injury or damages which might arise out of, or in connection with, such authorized emergency medical treatment.
- Fitness to Participate** I hereby represent that I am/Camper is physically and mentally able to participate in the camp activities and that I have/Camper has no health problems or physical or mental conditions that would present a risk to me/Camper or to others.
- Insurance** I represent that I am/Camper is covered by a comprehensive medical plan (health insurance) necessary to provide and pay for any and all medical costs (including but not limited to transportation costs associated with obtaining medical care) and/or I will assume all responsibility for medical costs incurred as a result of illness and/or as a result of my/Camper's participation in the camp activities. I agree to pay for any costs related to my/Camper's medical treatment that are not covered by insurance or if I/Camper has no medical insurance.
- Photographs** I consent to the use by MBA Sports Camps/Dixie State of any photographs of me/Camper for publicity, promotion, advertising or other legitimate purposes.

I acknowledge that I have carefully read this Agreement and fully understand its contents. I acknowledge that I am voluntarily executing this Agreement of my own free will after having the opportunity to consult with legal counsel of my own choosing. I understand that this Agreement means I am/Camper is giving up, among other things, rights to sue USD and Releasees for injuries, damages or losses I/Camper may incur. I also understand that this release binds me/Camper, as well as my/Camper's heirs, executors, administrators, and assigns. I further acknowledge and understand that this Agreement will absolve and release the University of San Diego and Releasees from any liability in connection with any injury or harm suffered as a result of my/Camper's participation in the camp activities. I acknowledge that I have been made aware of any and all risks of participation in the camp activities.

I have read and understand that this Agreement is a release of legal rights and claims.

Signature (if over age 18) _____ Date _____

I further state that I am the Camper's parent/guardian, and am fully competent to sign this Agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending for myself, for the Camper, and for the Camper's family, estate, heirs, administrators, personal representatives, or assigns to be bound by same.

Parent/Guardian Signature _____ Date _____
(required if under 18 years of age)

Parent/Guardian Name (please print) _____ Phone _____