## Christ School Lacrosse Camp Enrollment Agreement for 2020 Season (Including Waiver of Liability and Indemnity Agreement)

Child/Participant's Name and Date of Birth
Parent or Legal Guardian's Name

Please read this Agreement carefully. This is a contract and your signature below indicates that you have read and understand every provision of this Agreement and that you unequivocally agree to all terms, conditions, and promises herein. The payment of your deposit further verifies your agreement to the terms of this Agreement.

I am a custodial parent or a legal guardian of CAMPER\_NAME\_HERE ("my Child"). Subject to the terms that follow, I hereby apply to enroll in and agree to allow my Child to participate at Christ School's Lacrosse Camp.

**Definitions:** For purposes of this instrument, "CS LAX Camp" means Christ School, Inc. a North Carolina corporation; "its Staff" means the shareholders, directors, officers, employees, contractors, volunteers, and agents of CS LAX Camp; "my Child" refers to the person intending to attend CS LAX Camp and to whom the application relates; "Camp Activities" means the programs and activities of CS LAX Camp in which my Child will participate; and the custodial parent or legal guardian completing the application and executing this instrument is referred to in this instrument in the first person.

Medical Condition and Health Check Upon Arrival: I hereby represent to CS LAX Camp that my Child is in good health and suffers from no physical, medical, emotional, psychological, or other condition that would prevent him from fully participating in the Camp Activities. I understand and agree that my Child will not be allowed to participate without a camper's physical performed within one year within the start date of CS LAX Camp.

Emergency and Routine Medical Treatment During Camp Activities: On behalf of my Child, I hereby grant permission for physicians, dentists, emergency medical transport, hospitals, and other licensed health care providers selected by CS LAX Camp to provide emergency and routine medical or dental services that may be needed by my child, as reasonably determined by CS LAX Camp, while participating in the Camp Activities. I further agree I will be accept full financial responsibility for any and all charges associated with such services including emergency transport and prophylactic treatment due to exposure to insects, plants, or animals.

**Risk of Injury and Assumption of Risks:** I acknowledge that I am fully aware of all aspects of CS LAX Camp's programs, activities, facilities, and risks. I have been given ample opportunity to inspect its facilities and premises and ask any questions which I may have about activities and the environments to which my Child may be exposed. I find and accept that the facilities, premises

and activities at CS LAX Camp are safe and reasonably suited for the purposes of my Child's participation.

- 1. ACTIVITY RISKS: I understand and accept the dangers and risks which are inherent in my Child's participation in all of CS LAX Camp's activities on or off its premises including, but not limited to, those risks that are associated with or can arise from playing, practicing and participating in the sport of lacrosse in the summer time in Asheville, North Carolina.
- 2. ENVIROMENTAL RISKS: I understand and accept the risks arising from the fact that my Child will live, practice, play, travel, and recreate out of doors, where there may be numerous risks, including, but not limited to, weather conditions, which can change to extreme conditions without notice, lightening, heat, steep slopes, insects, and hidden or unavoidable obstacles. Risks also include, but are not limited to, sunburn, dehydration, heatstroke, poison oak/ivy, ticks, spider, and insect bites

3. TRAVEL RISKS: I understand and agree that my Child may travel by van, bus, and car, and I am aware of and accept the risks of the foregoing travel methods.

- 4. MEDICAL RISKS: I also understand that due to the location and nature of some of CS LAX Camp's activities, prompt medical attention and transport, including transport by ambulance, air, and other emergency means, may be significantly delayed. I am aware of and accept the risks associated with these conditions and circumstances.
- 5. HUMAN RISKS: I understand, accept, and assume the risks that could arise from the acts, conduct, and mental/emotional state of my Child while a camper and of other campers that are outside the control of CS LAX Camp. These risks may include, but not be limited to, episodes of anxiety, panic, or similar emotional episodes, negligent acts by my Child and other campers, and failure to follow direction or instruction.

I understand, accept and agree to assume that the above described risks may be created or caused by 1) my Child's own actions, inactions, or negligence, 2) the actions, inactions, or negligence of other campers and participants, and 3) conditions under which CS LAX Camp's program activities take place and/or the acts or inactions of CS LAX Camp and its Staff. I further understand, accept, and agree to assume that these risks involve dangers ranging from minor injuries such as scrapes and bruises, to serious or catastrophic bodily injury, including permanent disability, emotional and physical trauma, paralysis, and the possibility of death.

I further agree to instruct my child as to CS LAX Camp's rules, regulations, and procedures and the need to abide by such rules, regulations and procedures for his safety and the safety of others.

Release of Claims: IN CONSIDERATION OF THE OPPORTUNITY AFFORDED MY CHILD TO PARTICIPATE IN THE CAMP ACTIVITIES, I, FOR MY CHILD AND MYSELF, HEREBY RELEASE AND FOREVER DISCHARGE CS LAX CAMP AND ITS STAFF FROM ANY AND ALL LIABILITIES, CLAIMS, AND DEMANDS OF WHATEVER KIND

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OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE FROM OR IN CONNECTION WITH MY CHILD'S PARTICIPATION IN THE CAMP ACTIVITIES. I UNDERSTAND MY CHILD AND I ARE DISCHARGING CS LAX CAMP AND ITS STAFF FROM ANY CLAIM EITHER OF US MAY HAVE AGAINST CS LAX CAMP OR ITS STAFF WITH RESPECT TO ANY BODILY INJURY, PHYSICAL, EMOTIONAL AND/OR PSYCHOLOGICAL INJURY, ILLNESS, DEATH, PROPERTY LOSS OR PROPERTY DAMAGE THAT MAY RESULT FROM MY CHILD'S PARTICIPATION IN THE CAMP ACTIVITIES, INCLUDING ANY SUCH CLAIMS BASED ON THE ALLEGED NEGLIGENT ACTS OF CS LAX CAMP OR ITS STAFF.

Indemnification: I ALSO AGREE AND PROMISE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CS LAX CAMP AND ITS STAFF FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, SUFFERED OR INCURRED AS A RESULT OF MY CHILD'S PARTICIPATION IN THE CAMP ACTIVITIES INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIMS BROUGHT BY OR ON BEHALF OF MY CHILD OR BY ANY OTHER PARENT OR GUARDIAN OF MY CHILD, WHETHER OR NOT SUCH CLAIMS ARISE OUT OF THE ALLEGED NEGLIGENCE OR OTHER CONDUCT BY CS LAX CAMP AND/OR ITS STAFF.

**Right to Refuse or Expel:** Notwithstanding any of the foregoing, I understand and agree that CS LAX Camp reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse the application, admission, and/or participation of my Child from CS LAX Camp and its Camp Activitiess, and that CS LAX Camp can exercise this right at any time, including expelling my Child while attending in the Camp Activities. I further understand and agree that in the event CS LAX Camp exercises this right, it may, at its sole discretion, retain or refund any and all deposits, fees, tuition, or other moneys paid for my Child to attend CS LAX Camp

**Photographic Release:** For my Child and myself, I hereby authorize CS LAX Camp and its Staff to take photographs or videos that may include my child or me and to use the same for websites, brochures, newsletters, or in any other CS LAX Camp publications.

**SUBMISSION TO JURISDICTION/CHOICE OF LAW AND FORUM**: By signing below, I, on my own behalf and on behalf of my Child, agree to submit myself to the personal jurisdiction of the State Superior Court located in Buncombe County, North Carolina, and I agree that any action, lawsuit or other proceeding arising from or related to this Agreement or from my Child's participation in CS LAX Camp shall only be brought or filed in State Court located in Buncombe County, North Carolina. I further agree that the laws of the State of North Carolina shall apply to any and all claims or other disputes arising out of or related to this Agreement or my Child's participation in CS LAX Camp.

**Severability:** In the event any clause or provision shall be held to be invalid, the validity of such clause or provision shall not otherwise affect the validity or enforceability of the remaining provisions.

**Integration**: I understand and agree that this Agreement is a fully integrated contract and supercedes any and all oral and/or written expressions by CS LAX Camp whether given directly or indirectly to me or my Child about my Child's experience and participation at CS LAX Camp.

I, THE UNDERSIGNED PARENT/GUARDIAN, STATE AFFIRMATIVELY THAT I HAVE LEGAL CUSTODY OF THE PARTICIPANT, A MINOR CHILD, AND HAVE COMPLETE AUTHORITY TO SIGN THIS AGREEMENT ON THE PARTICIPANT'S BEHALF. I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE REASONABLE. MY CONSENT AND AGREEMENT TO THE TERMS HEREOF BINDS ME, THE PARTICIPANT, AND/OR ANY OTHER GUARDIAN OR CUSTODIAN WHO MAY ALSO HAVE AUTHORITY TO MAKE SUCH AGREEMENTS.

Parent/Guardian Signature:	Date:
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