

LIABILITY RELEASE, ASSUMPTION OF RISK, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release executed by (*Participant*) _____ whose address is _____, and by (*legal guardian*) _____, whose address is _____ to Occidental Women's Basketball Elite Clinic and Occidental College.

We, the undersigned, request that _____ (*Participant*) be granted permission to participate in the Occidental Women's Basketball Elite Clinic ("*Activity*"), to be held at Occidental College on _____ [date]. I fully understand that basketball is a dangerous activity and exposes me to the possibility and risk of personal injury including but not limited to physical injury (including sprains, fractures, scrapes, bruises or other more serious injuries including head injuries, paralysis or other permanent disability and death) headaches, food poisoning, contracted illnesses, or other injuries or accidents.

In consideration of the *Participant* being permitted to participate in the *Activity*, we do release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees ("*Releasees*"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which *Participant* may have or which may hereafter accrue to *Participant*, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by *Participant* or by any property belonging to me, whether caused by the negligence or carelessness of the *Releasees*, or otherwise, while *Participant* is in, on, upon, or in transit to or from the premises where the *Activity*, or any adjunct to the *Activity*, occurs or is being conducted.

We have signed this "Release, Waiver, Discharge and Covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to physical injuries, and which could include serious or even mortal injuries and property damage. We understand that *Participant* will engage in athletic activities specific to basketball. We further attest that we have fully discussed the aforementioned risks and hazards, and *Participant* and *Participant's* Parent/Guardian agree that *Participant* has individually assumed the risks involved with this *Activity* as witnessed below. We agree that all transportation involved in participation is our sole responsibility.

We understand and agree that *Releasees* do not have medical personnel available at the location of the *Activity* or on the campus. We understand and agree that *Releasees* are granted permission to authorize emergency medical treatment, if necessary, and that such action by *Releasees* shall be subject to the terms of this Agreement. We state that *Participant* has no allergies or medical conditions that should be shared with emergency medical providers or we state that the following allergies or medical conditions should be shared with any emergency medical provider in the event *Releasees* must authorize emergency medical treatment: _____. We understand and agree that *Releasees* assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is our express intent that this release and hold harmless agreement shall bind the members of *Participant's* family and spouse, if *Participant* is alive, and *Participant's* family, estate, heirs, administrators, personal representatives, or assigns, if *Participant* is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named *Releasees*. *Participant's* Parent/Guardian further agrees to save and hold harmless, indemnify, and defend *Releasees* from any claim by *Participant* or *Participant's* family, arising out of *Participant's* participation in the *Activity*.

In signing this Release, *Participant* and *Participant's* Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it and *Participant* understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the *Participant's* participation in this *Activity*, and that *Participant* has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the *Participant*.

We further agree that this Release shall be construed in accordance with the laws of the State of California. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

SCOPE OF RELEASE- I am signing this Liability Release, and Claim Waiver with full knowledge of California Civil Code Section 1542 which reads: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**" The provisions of this statute, and any similar provision of the state in which these events are held, are hereby waived.

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

IN WITNESS WHEREOF, we have executed this release this ____ day of _____, 201__.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT OR GUARDIAN

STUDENT/PARTICIPANT

(Signature)

(Signature)

EMERGENCY INFORMATION

Completion and submission of this form is required of all participants in the Occidental Women's Basketball Elite Clinic.

Participant Name _____

Participant's Address _____
Street City State Zip Code

Participant's Phone Number _____ Date of Birth _____

Name of Personal or Primary Care Physician _____

Physician Address / Phone _____

EMERGENCY CONTACT INFORMATION

Person(s) to be contacted in case of emergency:

Name _____ Relationship _____

Address _____

Day Phone _____ Evening _____ Cell Phone _____

Name _____ Relationship _____

Address _____

Day Phone _____ Evening _____ Cell Phone _____

Name _____ Relationship _____

Address _____

Day Phone _____ Evening _____ Cell Phone _____

HEALTH INSURANCE INFORMATION

Completion and submission of this form is required of all participants in the Occidental Women's Basketball Elite Clinic.

Please complete this form in its entirety. Private insurance information must be provided, if applicable. If a participant does not have private health insurance, please be advised that, should a participant require medical attention, **you are responsible for paying any costs not covered by insurance.**

Participant Name _____

Participant's Address _____
Street City State Zip Code

Participant's Phone Number _____ Date of Birth _____

Insurance Company Name _____ Effective Date _____

Address of Insurance Company _____

Phone Number of Insurance Company _____ Group # _____

Policy Holder's Name _____ Policy # _____

Policy Holder's Address _____
Street City State Zip Code

Relationship to Participant _____

Contact # _____ Employee Number _____

Name of Personal or Primary Care Physician _____

Physician Address / Phone _____

I hereby authorize the release of any medical information that might be needed in connection with payment for medical services.

Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

I request that payment under my medical insurance program be made directly to the provider on any bills for services rendered by that provider. I understand that I am financially responsible for fees not covered by this authorization.

Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

MEDICAL INFORMATION

Completion and submission of this form is required of all participants in the Occidental Women's Basketball Elite Clinic.

Participant Name _____

Indicate medication(s) that are taken on a regular basis. Not that participant should bring an adequate supply of all medication(s) with them.

Name of Medication Dosage Prescribing Physician/Phone

Name of Medication Dosage Prescribing Physician/Phone

Is there a medical history involving any of the following:

Allergies	Yes	No	Heart Disease	Yes	No
Convulsions	Yes	No	Phobias or Fears	Yes	No
Diabetes	Yes	No	Past Injuries/Illnesses	Yes	No
Disabilities	Yes	No	Past Operations	Yes	No
Epilepsy/Seizures	Yes	No	Past Hospitalizations	Yes	No
Loss of Consciousness	Yes	No	Other	Yes	No

If you answered "yes" for any of the above condition, please explain in detail. Use a separate page if necessary.

Please advise of any special instructions, side effects or emergency procedures:

Date of last Tetanus Booster _____

I attest that the information I have provided is accurate and complete. I assume sole responsibility for any incorrect or missing information and any and all risks associated with same.

Participant's Signature _____ Date _____

Parent/Guardian Signature _____ Date _____