

## The Vonn Bell Skills Academy Football Camp 2022 Release Form

### Release Waiver

I/we (Parent/Guardian of Participant and Participant) agree to the following terms and conditions of participating in the Camp provided by Vonn Bell Skills Academy (hereinafter VBSA).

**1. Medical Condition & Authorization.** I certify that the named Participant is physically able to participate in the VBSA camp and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such Camp. I also understand that VBSA will administer no physical examinations prior to or during the Camp and that VBSA will rely solely upon the information shown on this form and/or otherwise provided in writing in advance to an VBSA Corporate Officer. I give permission for Participant to receive emergency medical treatment and hospitalization if necessary. I hereby authorize directors, coaches, staff and associates of VBSA to act on my behalf according to their best judgment in any emergency requiring medical treatment and hospitalization, if necessary.

**2. Financial Responsibility & Insurance.** I will be financially responsible for any medical attention needed of the Participant during the Camp or resulting from an injury received at Camp. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities related to the Camp. My medical insurance shall be the insurance coverage for any medical treatment. I also understand and agree that VBSA shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury that Participant suffers during Camp participation or related activities.

**3. Compliance with Camp Rules.** Participant understands and agrees to comply with all of VBSA's Camp rules, policies, instructions, conditions and requirements for participation, whether stated or unstated, whether written or unwritten (Camp Rules). I/we agree that if you observe any unusual or significant concern in Participant's readiness for participation in the Camp or participant's failure or unwillingness to comply with the Camp Rules, you may, at your sole discretion, remove participant from the participation and immediately inform the nearest VBSA official or instructor. Removal of the Participant from the Camp, at any time during the Camp, will in no way entitle Participant to a refund. Also, I/we hereby release and forever discharge VBSA from any and all claims, actions, damages, or liabilities (including attorneys' fees and costs), arising from or related to any acts, actions, failures to act by Participant or Participant's disregard or failure to follow Camp Rules.

**4. Assumption of Risk of Camp Activities.** I understand the risk of injury to Participant from the activities involved in the Camp is significant, including the potential for permanent disability and death. The term "Camp Activities" includes but is not limited to: activities on and off the Camp facility, field and/or site, and includes activities before, during and after field instruction, beginning from Participant's arrival to the Camp facility, field and/or site up and through the conclusion of the Camp. While the particular Camp rules, equipment and personal discipline

may reduce this risk, the risk of serious injury does exist. I/WE (PARENT/GUARDIAN AND PARTICIPANT) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF VBSA, AND/OR ITS COACHES, STAFF, CAMP MANAGEMENT, AND DIRECTORS AND I/WE ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN CAMP BY PARTICIPANT.

**5. RELEASE, INDEMNIFY & HOLD HARMLESS.** I/WE FOR MYSELF AND ON BEHALF OF PARTICIPANT HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS VBSA, and its Coaches, staff, Camp management, Directors, Sponsors, Representatives, Volunteers and if applicable, the owners and lessors of the premises used to conduct the Camp (Releases) with respect to ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCIDENT TO PARTICIPANT'S INVOLVEMENT OR PARTICIPATION IN ANY AND ALL CAMP ACTIVITIES WHETHER ARISING FROM THE NEGLIGENCE OF RELEASES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

**6. Publicity.** I understand and agree VBSA retains the right to use, for publicity and advertising, photographs or Videos of Participants taken at Camp.

**7. LIMITATION OF LIABILITY:** I AGREE THAT THE TOTAL LIABILITY OF VBSA, its affiliates and respective directors, officers, employees, and agents with respect to services performed or to be performed by VBSA SHALL NOT EXCEED 100% OF THE COMPENSATION RECEIVED BY VBSA, FROM I/WE PERTAINING TO PARTICIPANT. THE PARTIES AGREE AND ACKNOWLEDGE THIS SECTION OF THE AGREEMENT IS A MATERIAL PART OF THE CONSIDERATION FOR THE AGREEMENT.

**8. Severability.** In the event that any provision of these Terms and Conditions, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of these Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

**9. Governing Law & Jurisdiction.** These Terms and Conditions will be governed by the laws of the state of Georgia. I/we agree that any action brought under these Terms and Conditions shall be brought in the federal or state courts of Georgia. In the event either party commences an action under these Terms and Conditions, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Guardian Signature

Date

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Camper Name

Date

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