## IDAHO STATE UNIVERSITY ATHLETICS BENGAL SOCCER CAMPS (Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD PARTICIPANT 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 YOUR MINOR CHILD, OR DAMAGE TO YOUR PROPERTY, ARISING OUT OF THIS ACTIVITY NOW OR AT ANYTIME IN THE FUTURE.

Acknowledgement of Risk: I (meaning a parent/guardian of a minor child participant) on behalf of the minor, understand and acknowledge that participating in the Idaho State University (ISU) BENGAL SOCCER CAMP (herein "Activity"), entails both known and unanticipated risks related to this Activity, which include, but are not limited to: broken bones, sprains, strains, dehydration, concussion, paralysis, and even death, as well as damage to property or third parties, allergic reactions to food or drink, or other unknown and unanticipated activities and risks. I certify that on behalf of my minor child, I am aware of these voluntarily assumed risks; that my minor child 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> consideration for being allowed to participate in this Activity, I, on behalf of my minor child, my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the State of Idaho, its State Board of Education, Idaho State University, its members, respective officers, employees, volunteers, and agents, (the Released Parties) for any negligently caused injuries or losses arising from or related to the Activity. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

**Other:** I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility. On behalf of my minor child, I hereby give permission for emergency medical care, including transportation to and exchange of medical information with a medical facility. I grant ISU the right to use, for promotional purposes, any photographs or video footage taken of my minor child during this Activity. This agreement and all claims arising out of or relating to this agreement shall be governed exclusively by the laws of Idaho. The disputes shall be resolved in the courts of Bannock County, Idaho, and I, on behalf of my minor child, consent to the jurisdiction of such courts.

I am executing this document as a parent/guardian of a minor child and 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 (print)

AGE

PARENT/GUARDIAN NAME (print) Date

PARENT/GUARDIAN 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