

*Each Camper and each parent or guardian of camper shall read, or have read to them, the following Waiver of Liability, Indemnity, Assumption of Risks and Acknowledgment of Understanding document. Campers who have attained the age of 18 by the beginning of camp or a parent of or a legal guardian of any camper under the Age of Eighteen are required to sign below before activities begin.*

### **Waiver, Indemnity, Assumption of Risks and Acknowledgement of Understanding**

Printed Name of Participant (Camper): \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, and services of Texas Lutheran University, I, on behalf of myself, my son or daughter, my heirs, personal representatives, or assigns, do hereby release, waive, discharge and covenant not to sue Texas Lutheran University, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from both ordinary and gross negligence of Texas Lutheran University or any of the aforementioned parties. This agreement applies to 1) personal injury from accidents or illnesses arising from my child's participation in the Summer Camp at Texas Lutheran University including, but not limited to, organized activities, observation, and individual use of the facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification and Hold Harmless:** I also agree to hold harmless and indemnify Texas Lutheran University from all claims resulting from negligence and to reimburse them from any expenses incurred as a result of my son's or daughter's participation in the Summer Camp at Texas Lutheran University. I further agree to pay all costs and attorney's fees incurred by Texas Lutheran University in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Texas Lutheran University is not responsible for injury or loss.

Summer camps such as music, STEM, basketball, football, baseball, volleyball, softball, soccer and others provides opportunity for competition, practice, and honing and acquiring new skills. Participating in a summer camp carries inherent risks that cannot be eliminated regardless of the care taken to avoid such risk. These activities may involve minimal to strenuous exertions of strength using various muscle groups; some involve sustained physical activity, which places stress on the cardiovascular system. While the specific risks vary from one activity to another, in each activity the risks range from minor injuries such as scratches, bruises and sprains, to major injuries such as loss of sight, joint or back injuries, concussions, heart attacks and possible catastrophic injuries, including death.

Therefore, I understand and acknowledge that camp activities in which my minor child will participate have dangers and risks of bodily injury because of:

- i. my minor child's own actions; or
- ii. contact with other camp participants, or because of the actions of other camp participants
- iii. or the use of equipment or facilities required for camp activities (such as playing fields, gymnasiums, swimming pools, and the equipment used in those facilities, etc.)

**Assumption of Risks:** I have read the previous paragraphs and I know the nature of my son's or daughter's participation in the Summer Camps Program at Texas Lutheran University. I understand the demands of those activities relative to my son's or daughter's physical condition and skill level, and I acknowledge the types of

injuries, which may occur as a result of participation in this activity. I hereby state that my child's participation is voluntary and that I knowingly assume all such risks.

**Acknowledgment of Understanding:** I have read the foregoing Waiver, Indemnification and Assumption of Risks document and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify to complete assumption of the inherent risks of my child's participating in activities at Texas Lutheran University to the greatest extent allowed by law in the State of Texas.

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Print Adult Camper, Parent or Guardian Name

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Authorized Signature: Adult Camper, Parent or Guardian

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Date

*Signed Waiver, Indemnification, Assumption of Risks and Acknowledgement of Understanding form must be returned prior to the start of the program to allow your child's participation. Please sign this form and return it to Summer Programs Representative before or upon arrival.*