

Child's First Name \_\_\_\_\_ Child's Last Name \_\_\_\_\_

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

1. **This is a Release.** Read it carefully before signing. By signing this release, you are giving up your and your child's rights to sue NO LIMITS SPORTS CAMP, INC., its officers, directors, employees, volunteers, agents, and any parties that operate, administer, co-organize or provide transportation to or from, the activities offered through No Limits Sports Camp, Inc. or expect No Limits Sports Camp, Inc. and its officers and employees to be legally responsible or pay for any damages or medical expenses if your child is injured or killed, becomes ill, or your child's belongings are damaged as a result of your child's participation in the activities offered through No Limits Sports Camp, Inc. (No Limits Sports Camp, Inc.'s officers, directors, employees, volunteers, agents, and any parties involved in operating, administering, co-organizing or providing transportation are referred to collectively as "No Limits Sports Camp, Inc.")
2. **Voluntary Participation.** I acknowledge that my Child and I have voluntarily chosen for my Child to (a) participate in NO LIMITS SPORTS CAMP, INC., a sports camp with numerous activities, including but not limited to sports, hikes, arts and crafts, bike rides, science experiments, cooking projects, electronics, and numerous field trips to various locations by foot, private car, charter bus, public bus, and/or ferry; (b) be present at or use, as applicable, facilities, other locations, equipment and/or transportation provided by No Limits Sports Camp, Inc. or others in connection with my participation in such activities (the activities in clauses (a) and (b) are referred to collectively as the "Activity"); (c) my Child and I voluntarily agree to give No Limits Sports Camp, Inc. the right to use my Child's photo for advertising in brochures and/or for publicity.
3. **Acknowledgement and Acceptance of Risks:** My Child and I understand that there are risks involved with the Activity, and that these risks cannot be eliminated, altered or controlled. My Child and I understand that the risks that contribute to the unique character of the Activity can also be the cause of my Child's injury, illness or death, or damage to my Child's belongings. My Child and I voluntarily elect, with knowledge of the risks involved, for my Child to participate in the Activity. My Child and I acknowledge and willingly assume all risks and hazards in the Activity and in the use of No Limits Sports Camp, Inc.'s facilities and/or equipment.

My Child and I agree to take the responsibility for my Child's own allergies and agree to come to No Limits Sports Camp, Inc. with all allergy medications that my Child needs and will take all necessary precautions for my Child's allergies. My Child and I further release, waive, discharge and hold harmless No Limits Sports Camp, Inc. for all demands, actions or claims of liability arising out of my Child and I's failure to abide by the necessary precautions stated above for my Child's allergies and/or for the failure of No Limits Sports Camp, Inc. to administer such allergy medications to my Child. In the event of an emergency, my Child and I voluntarily agree to have a qualified physician treat my Child.

4. **Release.** I am the parent or legal guardian of my Child. In consideration for my Child being permitted to participate in the Activity, my Child and I voluntarily agree and promise NEVER TO SUE, make a claim against, or attach the property of No Limits Sports Camp, Inc. My Child and I further release, waive, discharge and hold harmless No Limits Sports Camp, Inc. for all demands, actions or claims of liability arising out of their negligence or any other act or omission that causes my Child's illness, injury, death and/or damage to my Child's belongings as a result of my Child's participation in the Activity and in the use of No Limits Sports Camp, Inc.'s facilities and/or equipment to the fullest extent allowed by law.
5. **Knowing and Voluntary Execution.** I have read this document in its entirety. I understand that by signing this document, my Child and I are assuming all the risks of the Activity. I understand that this is a release of any and all claims. I understand that this is the entire agreement between us and No Limits Sports Camp, Inc. and that it cannot be modified or changed in any way by oral statements by No Limits Sports Camp, Inc. or by us. I voluntarily sign my name as evidence of the acceptance by me and my Child of all the provisions in this document and our agreement to be bound by them.

6. **Severability and Forum.** I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the agreement will remain in effect and will be valid and enforceable. I agree that any action related to this agreement will be brought in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

7. **Refund Policy.** Refunds will only be given if you have registered through No Limits Sports Camp, Inc. and have purchased our Refund Protection Plan. If you registered through another organization, please contact the organization directly about their refund policy.

No Limits Sports Camp, Inc. does not pro-rate or transfer programs for missed days.

No Limits Sports Camp, Inc. offers a Refund Protection Plan in the amount of 10 percent of the purchased price, which is due at the time of registration. Please make checks payable to No Limits Sports Camp, Inc. and send to 336 Bon Air Center, #300, Greenbrae, CA 94904.

Please note that the Refund Protection Plan fee is non-refundable.

**Parent Signature** \_\_\_\_\_

**Parent Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_