



# APPLIED SPORT & PERFORMANCE PSYCHOLOGY BASKETBALL MINDSET TRAINING CAMP

## W A I V E R F O R M

Camp Participant Name \_\_\_\_\_ (print)

Parent/Guardian Name \_\_\_\_\_ (print)

### **PARENT / GUARDIAN'S AUTHORIZATION:**

To the best of my knowledge, my child (hereafter known as "Participant") is in good health and the undersigned, who is one of the parents having legal custody, or the legal guardian of the camper, hereby authorizes and consents to the attendance and participation of the said participant in all of the official activities of the Camp and the adult supervisor to exercise supervision, discipline, and control over the said participation, and further authorizes him/her to consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to said participant under the supervision and upon the advise of a physician and surgeon licensed under the provisions of the Medical Practice Act, or consent to any x-ray examination, anesthetic, dental or surgical diagnosis or treatment and hospital care to be rendered to said participant by a dentist licensed under the Dental Practice Act.

### **PHOTO WAIVER AUTHORIZATION:**

Authorization is hereby given to the Holy Names University and/or authorized affiliated entities, to use photographs taken of me and/or my child in classes or camps offered by Holy Names University. Photos may be used for publication including newsletters, press media, flyers, and brochures.

### **PARTICIPATION:**

Participants in Summer Camps and Recreational Programs (hereinafter the "Activity") may be exposed to a variety of risks associated with participating in physical activities and recreational sporting activities. Collisions with other participants, use or misuse of athletic equipment or facilities, trips and/or falls may lead to various types of injuries which may include, but are not limited to: bodily injury of the torso, head, eyes, ears, nose, mouth, throat, feet, hands and limbs; as well as injuries that might cause bleeding, loss of teeth, limbs or use of limbs, loss of hearing, sight, or consciousness, brain injuries, and death. In addition to the risks inherent to physical activity, participants and bystanders of Summer Camps and Recreational Programs may be exposed to contagions including the Coronavirus, also known as COVID-19, and emerging variants of the virus. The more an individual interacts with others, and the longer that interaction lasts, the higher the risk of COVID-19 spread. Contracting COVID-19 or its various strains of infection can cause severe illness, including fever or chills, cough, diarrhea, shortness of breath or difficulty breathing, fatigue, loss of taste or smell, muscle or body aches, headache, discoloration of toes, sore throat, congestion or runny nose, nausea or vomiting, elevated body temperature, and other newly identified COVID-19 related symptoms, including the possibility of death.

\*The above description is intended to inform the participant of the nature of risk related to the Activity. This description is not exhaustive. There may exist additional risks, foreseen or unforeseen, inherent in the Activity.

In consideration for receiving permission for my child to participate in the Activity, I hereby release, waive, discharge and promise not to sue Holy Names University, its trustees, officers, employees and volunteers acting on its behalf ("HNU"), from any and all liability, claims demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including but not limited to the damages described in this agreement, suffered or sustained by my child or my child's property, whether caused by the negligence of HNU or otherwise, while my child is participating in the Activity, or in transit to or from the Activity, or while on or upon the premises of Holy Names University, or while on or upon the premises where the Activity is being conducted.

I understand that signing this waiver is required prior to my child's participation in the Activity because the Activity directly and/or inherently involves various risks and hazards. My child's participation in the Activity is completely voluntary.

I understand and agree that there are risks associated with the Activity that may make it dangerous with the potential to cause and/or aggravate emotional distress, bodily injury, and/or loss of limb or life. I acknowledge that risks described above can be associated with the Activity and that in addition to the described risks, there may exist additional risks not specifically listed but reasonably related to or associated with participation in the Activity, however likely or remote such risks may be. With this knowledge, I authorize my child's participation in the Activity and I assume all risk and responsibility arising from and related to their participation in the Activity. I represent to Holy Names that my child has no health-related reasons or problems, including but not limited to emotional sensitivities, that would preclude or restrict my child's participation in the Activity or that could be aggravated by their participation in the Activity and that I have adequate health insurance necessary to provide for my child's medical costs for injuries that may directly or indirectly result from their participation in the Activity.

Furthermore, I agree to indemnify, defend and hold harmless HNU, from and against any damages suffered by my child or to my child's property, or from and against any claim by a third party, arising out of incident to, or in connection with my child's conduct or participation in the Activity, whether or not such damages resulted in part from the negligence of HNU. This indemnity obligation shall not be effective if HNU has engaged in willful or wanton misconduct or has been grossly negligent in conducting the Activity.

This release and indemnity agreement shall be governed and construed according to the laws of the State of California. I am of legal age. I have read this agreement, I understand its meaning and I am signing this of my own free will on my own behalf, and that of my child.

I am the parent or guardian of the minor named above and have the legal authority to execute this release on his/her behalf: I have read the agreement and I understand its meaning. In the event of any future claim brought by or on behalf of my child arising from or related to their participation in the Activity or other claims related to this release, I hereby agree to defend and indemnify HNU from and against any such claim(s). I have read this document in its entirety and I am executing it willfully, with full knowledge of its contents and with an understanding of its consequences. The contact information included above is mine.

Parent Guardian Signature \_\_\_\_\_ Today's Date \_\_\_\_\_