

# LEWIS & CLARK SOFTBALL CAMPS

## WAIVER OF PARTICIPATION

### RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of my minor child/ward (“my child”) being allowed to participate in this sport camp program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of serious injury from the sports activities involved in this program is always present due to the nature of the sport (s); and there are also risk of injury from such outside camper activities to which you may consent, and

2. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child’s participation; and

3. I willingly agree to comply with the program’s stated and customary terms and conditions for my child’s participation. If, however, I observe any unusual significant concern in my child’s readiness for participation and/or in the program itself, I will remove my child from participation and bring such to the attention of the nearest official immediately; and

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the LEWIS & CLARK SOFTBALL CAMP, LEWIS & CLARK COLLEGE , their officers, directors, officials, agents, owners and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, regarding my child and/or arising from his/her activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except for willful misconduct, or otherwise to the fullest extent of the law.

I HAVE READ THIS HEALTH FORM AND RELATED CERTIFICATIONS, THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated: \_\_\_\_\_ Parent or Guardian: \_\_\_\_\_

**Agreement to Arbitrate Disputes**

IN THE EVENT OF ANY DISPUTE PERTAINING TO ANY PROVISION OF THIS AGREEMENT, OR PERTAINING TO THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT, OR IN ANY WAY RELATED TO ATTENDANCE AT THIS CAMP, INCLUDING ANY CLAIM FOR PERSONAL INJURY OR OTHER LOSS, INCLUDING ANY CLAIM AGAINST LEWIS & CLARK COLLEGE, LEWIS & CLARK COLLEGE SOFTBALL CAMPS, ANY DIRECTOR, OFFICER, OWNER, OFFICIAL, EMPLOYEE, OR AGENT OF THE CAMP OR OF ANY FOREGOING ENTITY, EACH PARTY HERETO AGREES TO SUBMIT TO BINDING ARBITRATION TO RESOLVE SUCH DISPUTES, BY CLAIM FILED. In the event either party to this agreement incurs any expense as a result of the other party's failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses or attorney fees directly or indirectly related to failure to comply. In the event any legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum such as a court of law the validity or application of this agreement, the party who substantially prevails in that court or non-arbitral proceeding shall be entitled to receive reasonable costs of such action or proceeding including attorney's fees. In the arbitration itself, each party shall bear its own attorneys' fees. The following disclosures are intended to help you thoroughly understand the significance of agreeing to arbitrate any controversy, or claim, or issue in any controversy or claim which may arise between the undersigned client and the attorney:

- A) ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES.
- B) THE PARTIES HERETO ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- D) THE ARBITRATOR'S (S) AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATOR (S) IS STRICTLY LIMITED.
- E) THE ARBITRATOR OR PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE AN ATTORNEY OR JUDGE, ACTIVE OR RETIRED.

BY SIGNING BELOW, YOU ARE SIGNIFYING UNDERSTANDING AND ACCEPTANCE OF THE PROVISIONS OF THIS AGREEMENT.

I hereby certify that the above-mentioned participant is in good health and fully able to participate in all activities of the Lewis & Clark Softball Camp. By signing below, I am stating that I am also aware of and accept the risk inherent in the program activity. By signing below, I agree as well to hold harmless and indemnify LEWIS & CLARK COLLEGE, their officers, directors, owners, officials, agents and employees, from any and all liability, loss, damages, costs, refunds or expenses which are sustained, incurred or required out of the actions of my dependent in the course of the camp.

Dated: \_\_\_\_\_ Parent or Guardian: \_\_\_\_\_