

MCCRACKEN CAMPS LLC - HEALTH & RELEASE FORM

BRING THIS FORM WITH YOU TO CAMP

(You will not be admitted to camp without this form, completed and signed on both pages.)

CAMPER'S NAME _____

SPORT _____ **CAMP LOCATION** _____ **CAMP DATES** _____

Sex: _____ **Birthday:** _____ **Age:** _____ **Weight:** _____ **Height:** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone (_____) _____ **Work Phone** (_____) _____ **Cell Phone** (_____) _____

E-Mail _____

My Phone Number while named camper is at camp (if different from above) (_____) _____

Person to contact in the event I cannot be reached _____

Phone number of emergency contact person (_____) _____

HEALTH & GENERAL HISTORY

If the camper should be restricted from any activity please note: _____

If the camper will be taking medication during camp, please indicate name of drug and dosage: _____

Please identify any medical condition or medical history that would require special attention: _____

I hereby certify that the named camper is in good health and fully able to participate in all activities of the Sports Camp and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program:

Signed: _____ **Date:** _____

Please circle those illnesses or conditions that the camper has had:

German Measles Measles Mumps Asthma Chicken Pox Pneumonia Diabetes High Blood Pressure

IMMUNIZATIONS		ALLERGIES		DRUG REACTIONS	
TYPE	DATE	TYPE	YES/NO	TYPE	YES/NO
Tetanus Toxoid		Hay Fever		Sulpha	
Polio Vaccine		Asthma		Penicillin	
Measles		Eczema		Antibiotics (Type)	
Rubella		Insect Stings		Aspirin	
Mumps		Nuts		Other	
		Other		Other	

Physician's Name: _____ **Telephone** (_____) _____

HEALTH INSURANCE INFORMATION

Carrier Name: _____ **Policy Number:** _____

Policy Holder Name: _____ **Policy Holder Date of Birth:** _____

I, the parent (guardian) of _____, give permission for the named camper to receive emergency medical or surgical treatment and hospitalization if necessary. I understand that good faith attempt will be made to contact me, or the emergency contact named above, before taking this action. I will be financially responsible for any medical attention needed during camp or resulting from an injury received at camp. My medical insurance shall be the insurance coverage for any medical treatment. I further agree that my child can receive over the counter remedies. (Tylenol, Sudafed, etc.)

Please initial this box if you DO NOT want your child to receive over the counter medications.

I HAVE READ THE REGISTRATION PACKET AND FULLY UNDERSTAND OUR OBLIGATIONS STATED THEREIN AND ALSO THE RIGHTS OF US SPORTS CAMPS, INC., AND HERBY AGREE TO ACT IN ACCORDANCE. For good and adequate consideration, which I acknowledge I have received, I hereby grant, release, and quit claim to USSC royalty free the right and authority to use, reproduce, and distribute, quoted material, my child's photograph, likeness, recorded voice or videotaped filmed appearances (the "Materials") for promotional and advertising purposes as USSC in its sole discretion will deem appropriate. I also grant US Sports Camps, Inc. permission to give Nike, Inc. camper's name, address, date of birth, gender, phone, electronic mail address and sports interests for direct marketing purposes.

The undersigned further expressly agrees that the attached waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signed _____ **Date:** _____

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 Camp, US Sports Camps, Inc., (USSC), NIKE, Inc., 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 USSC, NIKE, INC., 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, BEFORE JAMS IN SAN FRANCISCO, CALIFORNIA, TO BE ARBITRATED HERE OR SUCH OTHER VENUE AS DEEMED APPROPRIATE BY THE JAMS ARBITRATOR, SUCH ARBITRATION TO PROCEED UNDER THE JAMS RULES. 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 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 US Sports Camps, Inc., NIKE, Inc., 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: _____