

## SPORTS OR ACTIVITY CAMP - AGREEMENT FOR PARTICIPATION

[Including Waivers and Releases of Potential Claims and Statement of Other Obligations]

**All sections of this Agreement must be completed, with the signed original delivered to the organizer, before a Participant will be allowed to attend or participate in any manner in the Event defined below.**

Name of Participant:	Address:
Grade:	DOB:
Home School/District:	Telephone:
Emergency Contact (Name(s) and Telephone Nos.):	
Physician's Name:	
Physician's Address & Phone:	
Medical Conditions/Medications:	
Medical Insurance/Medical ID Number:	

By signing this Agreement for Participation, the Participant and the Participant's Parent/Legal Guardian ("Adult") agree:

1. The Elk Grove Unified School District ("District") is hosting a \_\_\_\_\_ ("Event"), on \_\_\_\_\_, during which Participants will participate in training, conditioning, and skill building activities intended to improve skills in \_\_\_\_\_ ("Activities"). Participants in the Event include individuals \_\_\_\_\_ who have been approved for participation by their \_\_\_\_\_ and home school district.

2. It is a privilege, not a right, to participate in the Event. The privilege may be revoked at any time, for any reason that does not violate Federal, State or District laws, policies or procedures.

3. The Participant and the Adult understand the nature of the Event, including the inherent or potential risks of participating in one or more of the Activities. Activities at the Event contain potential risks of harm or injury, including harm or injury that may lead to permanent and serious physical injury to the Participant, including paralysis, brain injury, or death ("Injuries"). Injuries might arise from the Participant's actions or inactions, the actions or inactions of another Participant in an Activity, or the actual or alleged failure of a Supervisor to adequately coach, train, instruct, or supervise the Activities. Injuries might also arise from an actual or alleged failure of the District, the Event, or the Supervisors to properly maintain, use, repair, or replace physical facilities or equipment used in conjunction with the Activities. Injuries might also arise from undiagnosed, improperly diagnosed, or untreated, improperly treated, or untimely treated actual or potential Injuries, whether or not caused by the Participant's participation in the Activities. All such risks are deemed to be inherent to the Participant's participation in the Activities. By this Agreement, the Participant and Adult are deemed to fully assume all such risks and, in consideration for the right to participate in the Event, understand and agree that to the fullest extent allowed by law they are waiving and releasing any potential future claim they might have otherwise been able assert against the District (including its employees and agents), and the Event, its joint sponsors, and its Supervisors ("Released Parties"), by or on behalf of the Participant and any parent, administrator, executor, trustee, guardian, assignee or family member. Because the Event is considered jointly sponsored by the Participant's home school district, which must approve of the Participant's participation in the Event, Injuries, including Injuries that may occur during the course of transportation of the Participant to and from the Event or its Activities, are intended to be subject to the "field trips immunity" laws contained in Education Code § 35330.

4. The Event will be supervised by \_\_\_\_\_ ("Supervisors"). The Participant shall comply with all instructions and directions of District employees and the Event's Supervisors, as well as the Codes of Conduct of the District and the Participant's home school district. The Participant will also conduct himself/herself in keeping with the highest moral and ethical standards in order to reflect positively on himself/herself, the Event, and his/her home school district. Failure to meet these obligations may, in the discretion of the District, or in the discretion of a Supervisor, result in immediate removal from the Event or one or more of its Activities, further including a prohibition against any future involvement in the Event or its Activities. Should the violation of these obligations also result in bodily injury or property damage, the Adult or another parent/legal guardian will (a) pay to restore or replace any property damaged as a result of the Participant's violation, (b) pay any bodily injury damages to an individual, and (c) defend, protect and hold the District (and its employees and agents) and the Event, its joint sponsors, and the Supervisors harmless from such property damage or bodily injury claims.

5. If the Participant believes that an unsafe condition or circumstance exists at the Event, or otherwise feels or believes that continued participation in the Event might present a risk of Injury, the Participant will immediately discontinue further participation in the Event or one or more of its Activities, notifying a Supervisor of the Participant's concern or belief, and notifying a parent or



guardian as soon as reasonably possible of the Participant’s concern or belief. Any parent or guardian receiving such a notification shall direct the Participant to cease participation in the Event or one or more of its Activities until the unsafe condition or circumstance is remedied to the parent or guardian’s satisfaction.

6. The Medical Conditions/Medications/Emergency contact information above is current and accurate. The Participant is in sufficiently good health and physical condition to participate in the Activities, and voluntarily wishes to participate in the Activities. Before participating in the Event, a medical clearance shall be submitted, signed by a licensed physician, or physician-supervised and authorized nurse practitioner or physician’s assistant, stating that the Participant has been physically examined and is deemed to be in sufficiently good health and fitness to participate fully in the Activities. The Participant may meet this requirement by providing a copy of a sports physical examination completed for his/her home school district within 12-months of the Event.

7. If an injury or medical emergency occurs during the Event, the District and the Supervisors have express permission and authority to administer or to authorize the administration of urgent or emergency care, including the transportation of the Participant to an urgent care or emergency care provider. In such circumstances, notice to an Adult and/or the Emergency Contact may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct diagnostic or anesthetic procedures, and/or to provide medical care or treatment (including surgery), as they may deem reasonable or necessary under all existing circumstances. All costs and expenses associated with such care will be my sole responsibility.

8. The Adult and the Participant represent and warrant that they have fully complied with Education Code Section 32221.5 (insurance coverage confirmation) with their home school district and that the medical insurance information listed above is current and accurate.

9. There is no guarantee that the Participant will improve or develop enhanced skills or capabilities by participating in the Event. There is also no guarantee that the Participant will be allowed to play, compete, build skills, or develop competitive or other skills to the fullest extent of his/her current expectations. Participation in Activities may be limited due to health, safety, number of Participants, type of Activity, skill level of the Participants, or other considerations left to the sole discretion of the Supervisors.

10. The District’s or Event’s employees, agents, Supervisors, or volunteers, members of the press or media, or parents, guardians, or other persons who may attend or participate in the Event or its Activities, may photograph, videotape, or take statements from the Participant. Such photographs, videotapes, or statements may be published or reproduced in a manner showing the Participant’s name, face, likeness, voice, thoughts, beliefs, or appearance to third parties, including, without limitation, webcasts, television, motion pictures, films, newspapers, yearbooks, and magazines. Such published or reproduced items, whether or not for a profit, may be used for security, training, advertising, news, publicity, promotional, informational, or any other lawful purpose. I hereby authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

11. This Agreement shall be governed by the laws of the State of California. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against any person or party on the basis that this Agreement was drafted by the District. If any part of this Agreement is deemed invalid or ineffective, all other provisions shall remain in force. No oral modification of this Agreement, or alleged change or modification of its terms by subsequent conduct or oral statements, is allowed. This Agreement contains the sole and exclusive understanding of the parties, with no other representation relied upon by the Adult or Participant in determining whether to execute this Agreement or in agreeing to participate in Team Activities.

As the Adult signing below: (1) I am giving up substantial actual or potential rights in order to allow the Participant to participate in the Event and the activities; (2) I have signed this agreement without any inducement or assurance of any nature, and with full appreciation of the risks inherent in team activities; (3) I have no question regarding the scope or intent of this agreement; (4) I, as a parent or legal guardian, have the right and authority to enter into this agreement, and to bind myself, the Participant, and any and any other family member, personal representative, assign, heir, trustee, or guardian to the terms of this agreement; (5) I have explained this agreement to the Participant, who understands his/her obligations.

\_\_\_\_\_  
**Printed Name of Parent/Guardian                      Signature                      Date**

As the Participant, I understand and agree to all of obligations placed on me by this Agreement.

\_\_\_\_\_  
**Printed Name of Participant                      Signature                      Date**