

LIABILITY RELEASE, ASSUMPTION OF RISK, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

DISCLAIMER: Occidental College is in no way affiliated with Soccer Etc. International Camp other than as a contracted venue.

This is a legally binding Release executed by (Participant) _____ whose address is _____, and by (legal guardian) _____, whose address is _____ to Soccer Etc. International Camp and Occidental College (the host venue).

We, the undersigned, request that _____ (Participant) be granted permission to participate in the Soccer Etc. International Camp ("Activity"), to be held at Occidental College on _____ [date]. I fully understand that Soccer is a dangerous activity and exposes me to the possibility and risk of personal injury including but not limited to physical injury (including sprains, fractures, scrapes, bruises or other more serious injuries including head injuries, paralysis or other permanent disability and death) headaches, food poisoning, contracted illnesses, or other injuries or accidents.

In consideration of the Participant being permitted to participate in the Activity, we do release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

We have signed this "Release, Waiver, Discharge and Covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to physical injuries, and which could include serious or even mortal injuries and property damage. We understand that Participant may be transported in private vehicles and engage in athletic activities. We further attest that we have fully discussed the aforementioned risks and hazards, and Participant and Participant's Parent/Guardian agree that Participant has individually assumed the risks involved with this Activity as witnessed below.

We understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We state that Participant has no allergies or medical conditions that should be shared with emergency medical providers or we state that the following allergies or medical conditions should be shared with any emergency medical provider in the event Releasees must authorize emergency medical treatment: _____. We understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is our express intent that this release and hold harmless agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named Releasees. Participant's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of Participant's participation in the Activity.

In signing this Release, Participant and Participant's Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it and Participant understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in this Activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

We further agree that this Release shall be construed in accordance with the laws of the State of California. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

SCOPE OF RELEASE- I am signing this Liability Release, and Claim Waiver with full knowledge of California Civil Code Section 1542 which reads: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**" The provisions of this statute, and any similar provision of the state in which these events are held, are hereby waived.

I, Participant's Parent/Guardian further state that I am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, we have executed this release this ____ day of _____, 200__.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT OR GUARDIAN

STUDENT/PARTICIPANT

(Signature)

(Signature)