



## **Camper Permission, Assumption of Risk, Waiver of Liability & Indemnity Agreement (Read Carefully Before Signing)**

This is an important legal agreement between the camper, one or both of the camper's parents or a legal guardian (each, or collectively, "Parents"), and [Hi-Five Sports Camp] ("Camp"). In consideration of [Hi-Five Sports Camp] allowing the camper to participate in the Camp program, the camper and Parents hereby agree to the following terms and conditions.

### Essential Safety Rules

1. Parents and the camper agree to comply with all Camp safety policies which include but are not limited to the following:
  - A. Parents will keep the camper home if the camper has a temperature of 100.4 or higher or exhibits symptoms such as coughing, sneezing, difficulty breathing, or any other flu-like symptoms or symptoms associated with COVID-19.
  - B. Parents will immediately pick up the camper if the camper arrives to Camp and exhibits any of the COVID-related symptoms above.
  - C. If the camper has been in contact with anyone who exhibits symptoms of COVID-19 or has COVID-19, Parents must inform the Camp immediately.
2. Parents acknowledge that the Camp will send the camper home if the camper exhibits symptoms of COVID-19, has come into contact with anyone who exhibits symptoms of COVID-19 or had COVID-19, does not follow Camp's rules regarding COVID-19, or if Parents or the camper made false, misleading, or incomplete statements when providing health-related information to the Camp.

### Cancellation & Early Departure Policy

1. If a camper does not attend their session or goes home early for any reason, COVID-related or otherwise, the camp may issue a credit for use in a future Hi-Five program. No refunds will be given.
2. Likewise, if camp cannot open or closes early for any reason, COVID-related or otherwise, the camp may issue a credit for use in a future Hi-Five program. No refunds will be given.
3. Delivering the camp experience requires the camp to make numerous irreversible spending decisions starting many months before the summer begins. The camp makes these irreversible spending decisions based on the number of campers enrolled and in reliance on each camper maintaining their enrollment. Moreover, holding a space for a camper often results in turning away other campers before the program begins.

### Assumption of Risk

1. Parents and the camper assume all risks of loss or injury resulting from contracting COVID-19 as a result of the camper's participation in the Camp program, activities, field trips, use of Camp facilities and equipment, and transportation to and from Camp.
2. **Parents and the camper understand that the spread of a communicable disease, such as COVID-19, is an inherent risk of Camp, notwithstanding any safety precautions that the Camp may take, which makes it impossible to ensure the complete safety of the camper. Neither Parents nor the camper will hold the Camp liable in the event that the camper suffers any illness or injury as a result of being exposed to or contracts COVID-19 at Camp.**
3. **Having read and understood the above, Parents and the camper hereby assert that the camper's participation in Camp is completely voluntary. Parents and the camper knowingly assume the risk of contracting COVID-19 at Camp. The camper agrees to abide by all Camp rules to minimize the risk of injury to the camper and others.**

### Waiver of Liability

1. Parents and the camper hereby release Hi-Five Sports Camp Chicago of all responsibility other than reasonable care, and HEREBY RELEASE, INDEMNITY, AND HOLD HARMLESS Hi-Five Sports Camp Chicago, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers and, if

applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURIES or loss or damage to personal property, to the fullest extent permitted by law.

2. In case of emergency, Hi-Five Sports Camp Chicago will secure the necessary medical treatment for the camper. If possible, the parent will be contacted before any action is taken.
3. **Parents and the camper hereby release, waive, and discharge Hi-Five Sports Camp Chicago its owners, employees, officers, independent contractors, vendors, and invitees (individually a "Camp Party and collectively "Camp Parties") from liability from any and all claims resulting from the exposure, infection and/or spread of COVID-19 related to attendance at the Camp, utilization of Camp services, facilities and equipment or from the negligence of any Camp Party.**
4. Parents and the camper enter into this waiver of liability on behalf of themselves, their heirs, successors, assigns, and personal representatives.
5. **This waiver of liability applies to personal injury, including death, and any other loss incurred by camper or Parents from incidents and illnesses arising from contracting COVID-19 at Camp, including but not limited to: use of the Camp facilities and equipment; participation in Camp programs and activities; emergency and nonemergency/routine medical care provided by the Camp; and following negligent instructions of a Camp Party.**

#### Indemnification of the Camp

1. **Parents agree to hold harmless, defend, and indemnify the Camp Parties (that is, defend and pay any judgment and costs, including investigation costs, court costs, and legal/attorney fees) from any and all claims of the camper, the parent, family members, or others arising from the camper's or a parent's injury or loss due to participation in the Camp. This includes injuries or losses arising from the inherent risks of the Camp experience or the ordinary negligence of the Camp Parties.**
2. **Parents further agree to hold harmless, defend, and indemnify the Camp Parties (that is, defend and pay any judgment and costs, including investigation costs, court costs, and legal/attorney fees) against any and all claims of co-participants, rescuers, and others arising from the camper's or a parent's conduct in the course of participation in the Camp.**

#### Other Important Provisions

1. Broad Interpretation: Parents and the camper acknowledge and agree that this Assumption of Risk, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by state law.
2. Covenant Not to Sue: Parents and the camper covenant not to sue the Camp for any claim arising directly or indirectly from the camper contracting COVID-19 at Camp. This includes claims resulting from the inherent risks of the Camp experience, the Camp's negligence, or the negligence of Camp parties.
3. Severability: Parents and the camper acknowledge and agree that if any portion of this agreement is unlawful, invalid, or unenforceable, it shall not impact the validity and enforceability of any other portion of this agreement.
4. Venue and Choice of Law: Parents and the camper acknowledge and agree that the sole venue for any dispute or cause of action related to this agreement shall be a court of competent jurisdiction located in Chicago, IL. Parents and the camper acknowledge and agree that that any dispute or cause of action brought under this contract shall be governed by the laws of Illinois without giving effect to principles of conflicts of law.

#### Acknowledgment of Understanding

I have read this agreement, fully understood its terms, and explained the risks and safety rules set forth above to the camper, who understands the risks and rules. **I acknowledge and agree that, by signing below, I am giving up substantial rights on my own behalf and on behalf of the camper, including the right to sue any Camp Party for injuries resulting from the inherent risks of the Camp experience and the ordinary negligence of the Camp.** I further acknowledge that camper is voluntarily participating. I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by the Camp, to the greatest extent possible under the law. I am signing on my own behalf and on behalf of the camper.

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Name of Parent

Signature of Parent

Date