

COLLEGE OF THE OZARKS

ASSUMPTION OF RISK, MEDICAL TREATMENT, LIABILITY RELEASE, AND WAIVER AGREEMENT

REQUIRED FOR ALL CAMPER – MUST BE SUBMITTED ON OR BEFORE THE START OF DAY ONE OF CAMP

CAMPER’S NAME: _____ CAMP ATTENDING:(circle one) **VB Boys’ BB Girls BB Golf Baseball**

I _____, the undersigned parent or guardian, do hereby grant my permission for _____ (“Participant”) to attend the College of the Ozarks (“the College”) Sports Camps and participate in all activities thereof. I acknowledge, understand, and agree that in participating in this activity, there is a possibility of physical injury or illness. I acknowledge participation entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to Participant, to property, or to third parties. I understand that such risks simply cannot be eliminated. Participant and I, on behalf of Participant, expressly agree and promise to accept and assume all those inherent risks.

Participant and I, on behalf of the Participant, further certify that I am willing to assume the risk of any medical or physical condition Participant may have. I understand that the College does not maintain an insurance policy that would provide coverage in the event that I am injured or cause any injury. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. **A copy of the front and back of Participant’s insurance card must be attached to this form.**

In the event of an injury or illness during these activities, I hereby authorize the College staff and medical providers to administer any medical procedure or treatment which may be deemed medically advisable by the attending medical personnel including, but not limited to diagnostic testing and examination. I understand that the College may proceed with the aforementioned medical procedure or treatment even if I cannot be directly contacted at the time of injury and treatment.

I further acknowledge that the College shall have no financial responsibility for any such medical care provided, and I agree to pay for any and all charges for any such care provided to the Participant. Should the College or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

For and in further consideration of the College accepting Participant, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless the College and its employees, agents, and representatives from any and all claims, demands, actions, damages, causes of action, judgments or suits of any kind which may arise out of the Participant’s participation in the Camp or out of any good faith action taken in obtaining medical treatment for Participant. I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against the College that relate in any way to any activity I undertake in conjunction with the Sports Camps, including transportation to and from the Sports Camps. In the event that I file a lawsuit against the College, I agree to do so solely in the State of Missouri, and I further agree that the substantive law of Missouri shall apply without regard to conflict of law rules. I agree that if any portion of the Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Parent or Guardian _____ Date _____

Signature of Participant _____ Date _____

MEDICAL HISTORY

Is the camper taking any medication? ___Yes___No **If yes**, please list all medications, dosage, frequency, and any instructions or special needs such as refrigeration. Please be as specific as possible. _____

Is the camper under the care of a physician? ___Yes___No **If yes**, please provide the name and contact information for the physician: _____

Are there any medical conditions, allergies, and/or medically-related dietary needs that the camper has that the staff at College of the Ozarks should be aware of? ___Yes___No **If yes**, please explain and include instructions for medication, treatments, and/or dietary requirements. Please be as specific as possible. _____

