

**WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT-CONSENT TO MEDICAL TREATMENT READ BEFORE SIGNING - MUST HAVE TO PARTICIPATE IN DANE FUJINAKA BASEBALL CAMP AND OR HAWAII PACIFIC CAMP/CLINIC**

In consideration of being allowed to participate in this camp, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Dane Fujinaka Baseball Camps and or Hawaii Pacific University and their respective officers, servants, agents, or employees (hereinafter referred to as RELEASEE) from any and all liability, claims, demands, or course of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me/my child, or to any property belonging to me/my child, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE, or otherwise, while participating in this camp, or while in, on or upon the premises where the camp is being conducted.

To the best of my knowledge, I/my child am/is in good physical condition and I am not aware of any physical infirmity which would place me/my child at risk to participate in any way with the camp's activities or that the reasonable accommodation(s) I have listed under "Americans with Disabilities" would permit participation in the camp's activities. I am fully aware of the risks and hazards connected with this camp. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSON INJURY, INCLUDING DEATH, that may be sustained by me/my child, or any loss or damage to property owned by me/my child, as a result of being engaged in the camp's activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEE or otherwise.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS, the RELEASEE, from any loss, liability, damage or cost, including court costs and attorneys' fees that may accrue related to me /my child's participation in the camp. WHETHER CAUSED BY NEGLIGENCE OR RELEASEE or otherwise. During the period of the camp, I hereby give permission for the staff of Dane Fujinaka Baseball Camps and Hawaii Pacific University to administer appropriate medical attention to me/my child in the event of any accident, illness, or injury, including non-prescription medications or any medications listed herein that I/my child brings to camp in original containers with dosage instructions. I will be responsible for any and all costs of medical coverage and treatment provided not covered by insurance.

I further hereby authorize Dane Fujinaka Baseball Camps and Hawaii Pacific University to use or distribute any picture or video related to camp activities that my child is depicted. I also authorize use of these materials for publication in a camp brochure, on the Dane Fujinaka Camps and Hawaii Pacific Athletic website, or other camp promotional material. They may also be distributed to other camp members, i.e. camp picture of all campers.

