

Brevard College Volleyball Prospect Camp

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, (or hereinafter on behalf of my minor child) _____ (“Participant”), hereby acknowledge that Participant has voluntarily elected to enroll in a camp (“Program”), to be held in and around Brevard College this summer. I further understand that if Participant is a minor, then I, as the minor child’s parent or legal guardian, must agree to all of the conditions set forth below on behalf of the minor even where the language is specifically directed to Participant.

In consideration for being permitted by Brevard College to participate in the Program, I hereby acknowledge and agree to the following:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Brevard College’s policies and procedures, including any applicable camp rules. I further agree to abide by all the rules and requirements of the Program and the rules provided by the camp. I acknowledge that Brevard College has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or at Brevard College’s discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand that, as a Participant in the Program, I will engage in physical activities which may pose a risk of harm, including the risk of contracting communicable disease. I understand that these activities include but are not limited to: playing/participating in athletic or otherwise physical activities, observing or participating in Program activities, and/or traveling to and from Program events. Further, I have been advised of particular risks associated with the camp’s location, including [lice, ticks, endemic disease present in the camp area, etc.].

I further understand and agree that the risks involved in this Program [are both water and land based and] may include, but are not limited to: travel to and from Program site, including via private vehicle, common carrier, and/or Brevard College owned vehicle; contraction of communicable disease; injury resulting from athletic, physical or other game-like activities during the Program as a result of the activity area’s conditions, the acts of third parties or other unknown safety hazards; diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, negligent first aid operations, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. These serious personal injuries and possible death may not only be a consequence of Releasees’ (as defined herein) actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I further understand that the Program in which I am participating involves or may involve inherently dangerous activities in which I could sustain, including but not limited to serious personal injuries including concussions, cardiac problems, illness, damage, or even death as a consequence. These injuries may be the result of my own actions or inactions or those of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time.

I further acknowledge that I have read and understand the NCAA Concussion Fact Sheet¹ and am aware of the following information:

- 1. A concussion is a brain injury for which I am immediately responsible for reporting to Brevard College’s camp physician, trainer or counselor.*
- 2. A concussion can affect my ability to perform everyday activities, including reaction time, balance, sleep, concentration, and classroom performance.*
- 3. It is my responsibility to report to the Brevard College’s camp counselor, or if a camp counselor is not available, to another appropriate agent of the camp or program, if I hit or experience any trauma to my head or body, however minimal, and experience signs or symptoms of a concussion or brain injury, which may include: headache, blurred vision, weakness in one arm or leg, loss of consciousness, stumbling, loss of balance, nausea/vomiting, confusion, memory loss, or change in personality (including irritability and depression). I understand that I must report this immediately and as soon as I am physically capable of doing so.*
- 4. I may notice some symptoms of a concussion immediately, but other symptoms may show up hours or days after the initial injury. It is my responsibility to report any delayed signs or symptoms to the Brevard College’s camp counselor, or any other affiliated individual if a camp counselor is not immediately available.*
- 5. If I suspect a fellow camper has a concussion, I am responsible for immediately reporting their injury to the Brevard College’s camp counselor or another affiliated individual if a camp counselor is not immediately available.*
- 6. I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by a member of the Brevard College’s staff.*
- 7. Following a concussion, the brain needs time to heal. I am more likely to have a repeat concussion if I return to participate in the camp program activities before my symptoms resolve. In rare cases, repeat concussions can cause permanent brain injury or death. Because of this, I understand it is important to accurately report all continuing signs and/or symptoms if I have been diagnosed with a concussion.*

See NCAA Concussion Fact Sheet below.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury, illness, and possibly death as described throughout this Agreement. The risks may result from the Program itself, from the acts of others, from use of the equipment or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Program and that there are potential dangers which may expose me to the risk of personal injuries, illness, damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from

available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from Brevard College via private vehicles, common carriers, communicable disease, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (as defined herein), and that there may be other risks not known to me or not reasonably foreseeable at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Program.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Brevard College, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Brevard College's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury, illness, or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Brevard College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Brevard College. I hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness damage or death to me, including but not limited to any injury or illness resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Program, or as a result of participating in the Program, except for medical costs arising from an injury or illness that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury or illness I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical condition, including injuries and illnesses, that could be aggravated by my participation in the Program. I further attest that I am responsible for consulting with my health care provider towards this end. I also certify that I am free from communicable diseases, including, but not limited to, COVID-19, methicillin-resistant staphylococcus aureus (MRSA), and staphylococcus infection.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Brevard College's qualified health care provider. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the Brevard College's health care provider.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care that Brevard College personnel deem necessary for my safety and protection, unless I have affirmatively requested and received an accommodation based upon my religious belief. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, Brevard College may direct that I be transported to the hospital for such care.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program, I am doing so independently and that I am not an employee or agent of the Brevard College. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Brevard College for my participation in the Program.

CHANGE OF VENUE: Brevard College reserves the right to change the venue to a similar venue and/or to change the dates of the Program if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of North Carolina.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _____

(Signature)

(Printed Name of Institution Official)

Date: _____

(Signature)

(Printed Name of Institution Official)

CONCUSSION

A FACT SHEET FOR STUDENT-ATHLETES

WHAT IS A CONCUSSION?

A concussion is a brain injury that:

- Is caused by a blow to the head or body.
 - From contact with another player, hitting a hard surface such as the ground, ice or floor, or being hit by a piece of equipment such as a bat, lacrosse stick or field hockey ball.
- Can change the way your brain normally works.
- Can range from mild to severe.
- Presents itself differently for each athlete.
- Can occur during practice or competition in ANY sport.
- **Can happen even if you do not lose consciousness.**

HOW CAN I PREVENT A CONCUSSION?

Basic steps you can take to protect yourself from concussion:

- Do not initiate contact with your head or helmet. You can still get a concussion if you are wearing a helmet.
- Avoid striking an opponent in the head. Undercutting, flying elbows, stepping on a head, checking an unprotected opponent, and sticks to the head all cause concussions.
- Follow your athletics department's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Practice and perfect the skills of the sport.

WHAT ARE THE SYMPTOMS OF A CONCUSSION?

You can't see a concussion, but you might notice some of the symptoms right away. Other symptoms can show up hours or days after the injury. Concussion symptoms include:

- Amnesia.
- Confusion.
- Headache.
- Loss of consciousness.
- Balance problems or dizziness.
- Double or fuzzy vision.
- Sensitivity to light or noise.
- Nausea (feeling that you might vomit).
- Feeling sluggish, foggy or groggy.
- Feeling unusually irritable.
- Concentration or memory problems (forgetting game plays, facts, meeting times).
- Slowed reaction time.

Exercise or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games may cause concussion symptoms (such as headache or tiredness) to reappear or get worse.

WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

Don't hide it. Tell your athletic trainer and coach. Never ignore a blow to the head. Also, tell your athletic trainer and coach if one of your teammates might have a concussion. Sports have injury timeouts and player substitutions so that you can get checked out.

Report it. Do not return to participation in a game, practice or other activity with symptoms. The sooner you get checked out, the sooner you may be able to return to play.

Get checked out. Your team physician, athletic trainer, or health care professional can tell you if you have had a concussion and when you are cleared to return to play. A concussion can affect your ability to perform everyday activities, your reaction time, balance, sleep and classroom performance.

Take time to recover. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a repeat concussion. In rare cases, repeat concussions can cause permanent brain damage, and even death. Severe brain injury can change your whole life.



**IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON.
WHEN IN DOUBT, GET CHECKED OUT.**

For more information and resources, visit www.NCAA.org/health-safety and www.CDC.gov/Concussion.



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