

**JOINT TRAINING FACILITY EVENT
ASSUMPTION OF RISK, WAIVER, RELEASE AND
INDEMNIFICATION AGREEMENT FOR MINOR CHILD**

This is a legally binding Assumption of Risk, Waiver, Release, Indemnification and Medical Release Agreement executed by _____, who is a parent or legal guardian of _____, my minor child. My child desires to participate in one or more of Joint Training Facility's events occurring on 7/10/2017 on the grounds of Frostburg Parks and Recreation Property. I understand that the Activity will consist of instructing school students to play games involving running, bending, and jumping. I understand and agree that instruction of my child will be supervised by a member of the Joint Training Facility Staff. I fully understand and appreciate the dangers, hazards and risks inherent in the Activity, which dangers include but are not limited to blisters, sprains, strains, bruises, disability, disfigurement, and other physical or mental injury or death.

1) Assumption of Risk and Waiver of Liability: I, on behalf of myself and my minor child, and his/her other parent, heirs, successors, assigns and legal representatives (all of whom, including myself, are hereinafter referred to as the "Releasors") acknowledge and fully understand that s/he will be engaging in activities that include the risk of injury or death resulting not only from my child's actions, inactions, or negligence, but the actions, inactions, or negligence of others. These risks include, but are not limited to, equipment used during the activity, conditions that exist on the premises, physical contact between participants or with instructors, and other risks that may not be known to Releasors or are not reasonably foreseeable. On behalf of Releasors, I understand and knowingly agree to assume the risk for my child's participation in such activities. I, on behalf of Releasors, hereby release and forever discharge the MacJohn Sports, Joint Training Facility, the City of Frostburg, the State of Maryland and their employees, agents, officers, trustees and representatives (in their official and individual capacities) (all releasees are hereinafter referred to as the "Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death), s/he sustain to his/her person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my child's participation in the Activity and/or any travel incident thereto except for such damages or injury as may be caused by the gross negligence or actual malice of Releasees. I agree that Releasors will not hold Releasees responsible for loss of my child's personal property.

2) Statement of Indemnification: I understand that, although the Releasees have made every reasonable effort to assure the safety of my child while participating in the Activity, there are unavoidable risks, and I hereby voluntarily agree individually, and on behalf of Releasors, to indemnify, defend and hold harmless Releasees from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my child's participation in the Activity or any travel incident thereto.

3) Change or Cancellation of Activity: I understand that although the Releasees will attempt to maintain the Activity as described in their publications, they reserve the right to cancel the Activity or make changes at any time and for any reason, with or without notice, and that none of the Releasees shall be responsible or liable for any loss whatsoever to Releasors by reason

of any such cancellation or change. The right is reserved by the Releasees, in their sole discretion, to cancel any Activity or any aspect thereof if the Releasees determine or believe that any person is or will be in danger if the Activity or any aspect thereof is continued.

4) Right to Decline Acceptance or Retention; Violations of Activity Policy: The Releasees reserve the right to decline to accept or retain my minor child in the Activity at any time should his/her actions or general behavior impedes the operation of the Activity or the rights or welfare of any person. Similarly, if his/her conduct violates any policy or procedure of the Releasees, I understand and will communicate to my child that s/he may be required to leave the Activity at the sole discretion of the Releasees. I understand and will communicate to my child that s/he must adhere to all local, state, and federal laws concerning health, safety and public order.

5) Dispute Resolution: I agree that, should there be any dispute concerning my child's participation in the Activity that would require the adjudication of a court of law, such adjudication will occur in the court of, and be determined by the laws of (without regard to its conflicts of laws provisions), the State of Maryland; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

6) Waiver of Legal Rights: I agree that this Assumption of Risk, Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Maryland (without regard to its conflicts of laws provisions); and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I individually and on behalf of all of the Releasers, including my minor child, am giving up substantial legal rights we might otherwise have, and that I have signed it knowingly, voluntarily and intending it to be legally binding. I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement and that I will explain the Joint Training Facility Regulations included herein to my minor child prior to s/he participating in the Activity.

Signature of Parent/Guardian

Print Name

Date

WAIVER FORM RELEASE FOR MEDICAL TREATMENT

Please complete this application carefully and fill out all of the information. Your admittance to the camp may be delayed if the information is incomplete.

Name: _____

Date of Birth: _____ Sex: _____ Age: _____

Health History: Please list ANY allergies, disease, medications, special needs, restrictions and/or limitations. Please include a separate sheet if you need more space.

Family Physician's Name: _____

Physician's Phone Number: _____

Parent/Guardian Health Insurance Company: _____

Policy Number: _____

Insurer Address: _____

I, _____, a parent or guardian of a minor child participating in the Joint Training Facility Training Event, recognize and appreciate the dangers, hazards and risks of my minor child participating in the Training. To the best of my knowledge, my child is in excellent physical condition and I am not aware of any physical infirmity that would place my child at risk to participate in any way with the Joint Training Facility Day Camp activities.

I agree to report to the Program Director any physical or mental condition that my minor child has that may require special medical attention or accommodation upon registration for the Joint Training Facility Event.

I understand and agree that Joint Training Facility (the "Releasees") do not have medical personnel available on the premises and I hereby grant Releasees permission to authorize emergency medical, dental or surgical treatment, if necessary, at any time during which my child is scheduled to participate in the Day Camp Event.

I understand and agree that Releasees assume no responsibility, financial or otherwise, for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment and I represent that I have financial resources or health insurance to cover any emergency medical, dental or surgical treatment that may be necessary for my child.

Participant Name (please print)

Signature of Parent of Guardian

Date: _____