



CLINTON BOYS & GIRLS CLUB
CAMP RELEASE, INDEMNIFICATION & MEDICAL PERMISSION

This Release, Indemnification and Medical Permission Agreement (this "Agreement") is entered into this ___ day of ___, 20___, by and between Clinton Boys & Girls Club, its subsidiaries, affiliates, successors and/or assigns, and any or all of their officers, directors, owners, agents, members, contractors and employees (collectively, Clinton Boys & Girls Club), as the party in the first part, and ___ (the "Participant"), and if the Participant is a minor, Participant's parent or guardian, ___ (the "Camp") and the use of the property, facilities, services, and instruction of Clinton Boys & Girls Club today, and on all future days, the Participant, his or her parent or guardian, and all their heirs, assigns and personal representatives, hereby agree to the following:

- 1. The Participant understands that as in all athletics endeavors there are risks in and around the Camp including but not limited to injury, sickness and in some cases death. The participant agrees to assume any and all risks arising out of or related to the Camp, including, without limitation, the risks of physical or emotional injury, sickness, death, property damage falls, collisions with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
2. The Participant hereby releases and forever discharges Clinton Boys & Girls Club from any and all liability, claims, causes of action, suits controversies, judgments, demands, injuries, sickness, damages (including consequential damages) costs, expenses, attorney's fees and or any other legal, equitable or administrative actions or proceedings whatsoever, known or unknown, accrued or unaccrued, arising out of or related to this Agreement, the Participant or the Participant's involvement in the Camp, including without limitation, those based on death, physical or emotional injury, property damage, libel, slander and invasion of privacy.
3. The Participant hereby agrees to indemnify, defend and hold Clinton Boys & Girls Club harmless from, any and all liability, claims, causes or action, suits controversies, judgments claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorney's fees and or any other legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this Agreement, the Participant or the Participant's involvement in the Camp, including but not limited to, any challenge by the participant to this Agreement or any provision thereof, legal or otherwise, or any suit, action or proceedings brought by the participant.
4. The Participant agrees that this Agreement shall apply, without limitation, to any other risks encountered by the Participant before, during or after the Camp, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including but not limited to driving to or from the Camp, being present in any facility at which the Camp is held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.
5. The Participant, or the Participant's parent or guardian, authorizes Clinton Boys & Girls Club to transport or authorize transportation of the Participant to a medical facility and/or hospital and for Clinton Boys & Girls Club to authorize emergency medical treatment to the Participant.
6. This Agreement shall be enforced and interpreted under the laws of the State of Maryland except for the conflicts of law provisions of the state. The parties hereby consent to the jurisdiction of the courts of the State of Maryland and the venue for any actions arising out of or related to this Agreement shall be in the courts of Prince George's County, Maryland or in the United States District Court for the Northern District of Maryland if diversity of citizenship exists. Should any clause be determined to be illegal or unenforceable by a court administrative body or arbitrator of competent jurisdiction, such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected. When Participant's parent or guardian, if Participant is a minor, signs this Agreement, the Participant; and the "Participant" as used throughout this Agreement will be deemed to include, without limitation: (1) the Participant; and (2) the Participant's parent or guardian; and (3) all of their respective heirs, assigns and personal representative. The Participant hereby seals this Agreement and makes this Agreement a specialty, that is, subject to a twelve (12) year statute of limitations.

Parent Signature (SEAL)

Parent Name (Please Print) (SEAL)

Participant Signature (SEAL)

Participant's Name (Please Print) (SEAL)

Address

City

State

ZIP

Insurance Company