



SPRING / SPRING/SUMMER CAMP AT ALL STARS SPORTSPLEX INC.
ASSUMPTION OF RISK, WAIVER OF LIABILITY and PARENT/GUARDIAN
PERMISSION FORM

PARTICIPANT NAME: _____

*In order to participate in the All Stars Sportsplex Spring/Summer Camp, each participant must submit completed versions of this Assumption of Risk, Wavier of Liability and Parental Permission Form and the accompanying Health Form. **Participants who have not completed both forms will not be permitted to participate in camp activities until they are received.***

AGREEMENT TO PARTICIPATE

To ensure that you and your parents understand and accept the risks of participation in the All Stars Sportsplex Spring/Summer Camp, you both must indicate your understanding and agreement by signing on the appropriate lines below. **The term "I" herein refers to the child of the parent signing and agreeing to the terms of this waiver.**

CAMPER AGREEMENT

I affirm that my participation in the Spring/Summer Camp is **entirely voluntary**, and understand that participation in the Spring/Summer Camp involves a risk of injury due to certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, such as, but not limited to, the following: contact with other individuals playing in the game; contact with the floor, walls, goals, posts or equipment which are part of the playing area; and strenuous exertions, quick movements, and changes of speed, which place stress on the cardiovascular, muscular, and skeletal systems. The specific risks vary from (1) minor injuries such as scratches, bruises and sprains, to (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. I understand that if I have questions about possible hazards, it is my responsibility to seek additional information from the Spring/Summer Camp staff prior to signing this Form. I also understand that, despite safety precautions, All Stars Sportsplex cannot guarantee that the camper will not be injured. I agree to assume these risks.

I understand that the best way to make sure that I remain safe and avoid injury is to follow the rules, regulations and instructions of the staff of the Spring/Summer Camp. I agree that I will learn and obey all the rules and regulations and will follow all instructions of the staff of the Spring/Summer Camp.

PARENT/GUARDIAN AGREEMENT

I agree to allow my child/ward to participate in the Spring/Summer Camp and affirm that my child's/ward's participation is completely voluntary. I understand that there are risks inherent in the activities my child will engage in at the Spring/Summer Camp (some of which are described above) which may cause serious injury or even death. I also understand that, despite safety precautions, neither the Spring/Summer Camp nor All Stars Sportsplex Inc can guarantee that my child/ward will not be injured. My child/ward and I are willing to assume these risks. To minimize the risk, I have instructed my child/ward to obey all the rules, regulations and instructions of the Spring/Summer Camp.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE & AGREEMENT NOT TO SUE: In consideration for permitting me/my child/ward to participate in the Spring/Summer Camp, **I voluntarily agree**, for myself, my heirs, executors, and administrators, to the following:

TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me/my child/ward, or any loss or damage to property owned by me/my child/ward, as a result of training for, participating in, or traveling to or from the Spring/Summer Camp.

1. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, & AGREE NOT TO SUE** the person or entity responsible for administering the Spring/Summer Camp, All Stars Sportsplex, or its trustees, officers, employees, agents, students, and staff (hereinafter referred to as "releases") from any and all liability, claims, actions, demands, expenses, attorneys fees, breach of contract actions, breach of statutory duty, or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while training for, traveling to or from, or participating in the Spring/Summer Camp.

REFUND PROCEDURE - Refunds are issued only when a class or activity is cancelled by the All Stars Sportsplex for lack of minimum required participants or the participant enrolled in the program has a note from a physician's office stating they are not able to participate in the program due to a medical condition. Medical condition refunds will be pro-rated. No refund will be provided in the event a child is dismissed from the program for episodes of misbehavior. In the event that you elect to withdraw your child from the program without at least 2 weeks notice, you will be responsible to pay one weeks regular fee.

OUTSTANDING INVOICES/FAILURE TO PAY: By signing this All Stars Sportsplex Registration Form, you agree to pay any dues, fees and invoices for any day(s) that your child attends the program. If you elect to withdraw your child from the program, you must provide 2 weeks notice. If you fail to give 2 weeks notice, you are still required to pay the full 2 weeks tuition. Drop in days are not permitted. If electing an every other week schedule, must indicate that at the time of registration. I understand if I have an unpaid balance to All Stars Sportsplex and do not make satisfactory payment arrangements, my account may be placed with an external collection agency. I will be responsible for reimbursement of the fee of any collection agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs and expenses, including reasonable collection and attorney's fees incurred during collection efforts. In order for All Stars Sportsplex or their designated external collection agency to service my account, and where not prohibited by applicable law, I agree that All Stars Sportsplex and the designated external collection agency are authorized to (i) contact me by telephone at the telephone number(s) I am providing, including wireless telephone numbers, which could result in charges to me, (ii) contact me by sending text messages (message and data rates may apply) or emails, using any email address I provide and (iii) methods of contact may include using pre-recorded/artificial voice message and/or use of an automatic dialing device, as applicable. Furthermore, I consent the designated external collection agency to share personal contact and account related information with third party vendors to communicate account related information via telephone, text, e-mail, and mail notification.

COVID-19/CORONAVIRUS WAIVER OF LIABILITY: I understand that I must ensure my child(ren) do not visit the facility with a fever or any flu-like symptoms. In the event that I do allow my child(ren) to attend All Stars Sportsplex and I do NOT notify their management or staff of the health status of my child(ren), I hold them harmless of any potential health related illnesses that arise from their attendance as related to Covid19/Coronaviruses. I understand, All Stars Sportsplex has met all the guidelines as set forth by the CDC, State of Florida and the Dept of Children & Families. I understand the management and staff will perform all social distancing, sanitization and state mandated guidelines for this pandemic and further understand that IF my child(ren) contract any illnesses it is not the financial or medical responsibility of the business, their management and staff.

MEDICAL EVALUATION: I understand that I must maintain a medical evaluations and doctor's approval to participate any Spring/Summer Camps and have those records readily available upon request. I understand that I should obtain health insurance coverage prior to participating in the Spring/Summer Camp. I further understand that I will be responsible for my medical expenses.

INHALER RELEASE/PERMISSION - FILL OUT ONLY IF APPLICABLE

INHALER RELEASE: My child _____ uses an inhaler and is carrying an inhaler in his/her backpack while attending the All Stars Sportsplex. I am aware that the Recreation Program DOES NOT have medical staff on site to administer this medication and WILL NOT administer this medication to my child. My child can administer this inhaler to him or herself without assistance. My child has my permission to use the inhaler AFTER the program director or assistant has been notified and a staff member is present to observe my child administering the inhaler to him or herself. My child is responsible for this inhaler while participating in the After School Program and its related activities including field trips. I will label my child's inhaler with their name. Child's use will be documented and reported to parent at the end of the activity period.

PARENT/GUARDIAN SIGNATURE

DATE

By signing below, I acknowledge that I have read, understand and agree to the terms outlined above:

Parent/Guardian Print Name _____

Signature _____ **Date** _____