

US SPORTS CAMPS
HEALTH AND RELEASE FORMS AND RULES AND REGULATIONS

These Health and Release Forms apply with respect to all U.S. Sports Camps (“USSC”) camps, programs, and/or events (each, a “**Camp**”) that the Participant named below attends.

ADULT PARTICIPANT INFORMATION

PARTICIPANT FULL NAME: _____

Assigned Sex:_____ **Date of Birth:**_____/_____/_____ **Weight:**_____ **Height:** ____

Address:_____ **City:**_____

State:_____ **Zip:**_____

Emergency Contact Name:_____

Home Phone: _____

Cell Phone: _____

HEALTH & GENERAL HISTORY

List and Explain All Allergies (Environmental, Dietary, Drug, etc.): _____

List All Medications the Participant will be Taking During Camp:

Medication Name	Dosage	Frequency/Times/Meals	Notes

Past Illnesses:

	Date		Date		Date
German Measles		COVID-19		Diabetes	
Measles		Whooping Cough		High Blood Pressure	
Mumps		Rubella		Asthma	
Chicken Pox		Poliomyelitis		Epilepsy	

Identify Any Medical Conditions or History that Will Help us Provide a Safe and Enriching Experience:

Physician's Name: _____ Phone Number: _____

INSURANCE

Carrier Name: _____ Policy Number: _____

Policy Holder Name: _____ Policy Holder Date of Birth: _____

THIS IS A RELEASE. BY SIGNING BELOW, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ IT CAREFULLY.

RELEASE OF LIABILITY AND INDEMNITY

In consideration of the Participant engaging in the Camp and its related activities, and as a condition thereof, I am signing this Release of Liability and Indemnity (this “**Release**”). This Release is made in favor of USSC, Nike USA, Inc., the entity operating the Camp, and the owner of the facility at which the Camp is operated (and their respective directors, officers, employees, officials, affiliates, sponsors, hosts, agents, assigns, subsidiaries, owners, partners, and joint venturers) (collectively, the “**Released Parties**”).

I acknowledge and agree that:

1. The risk of injury and/or loss from participating in Camp activities is always present due to the nature of the Camp, regardless of the care used, the skill or experience possessed, or the precautions taken by me, or anyone else, including any of the Released Parties. I am aware that participation in the Camp can cause physical and/or psychological injury, including, but not limited to, serious permanent bodily injury, paralysis, illness and/or death to myself or others, and/or damage to my or others’ belongings. I voluntarily elect, with knowledge of the risks involved, to participate in the Camp.

2. Participating in the Camp may expose me to contagious diseases, such as, for example, coronavirus (COVID-19), influenza, and the common cold. These diseases spread easily through person-to-person contact, and may be spread by persons who are not exhibiting any symptoms. **These diseases can lead to severe illness, personal injury, permanent disability, and death. Participating in the Camp increases the risk of becoming infected and/or ill. I acknowledge and agree that such risks are part of the risks and hazards that I assume and release as set forth in this Release.**

3. I knowingly and freely accept and assume all risks, damages, and hazards associated, directly or indirectly, with participation in the Camp, whether known or unknown, whether caused by the action, inaction, or active or passive negligence of me, any of the other Released Parties, or otherwise.

4. I agree not to make a claim against or sue the Released Parties for, and I release, forever discharge, and will hold harmless the Released Parties, and each of them, from and against any and all claims, actions, demands, rights, causes of action, losses, liabilities, costs and expenses, including attorneys’ fees, arising from or in connection with any injury, disability, illness, death, or loss or damage to person or property that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in the Camp, whether caused by the action, inaction or active or passive negligence of me, any of the Released Parties, any third parties, or otherwise; provided, however, that this Release does not apply to liability for gross negligence, willful injury or fraud.

5. I hereby agree to indemnify, defend and hold harmless the Released Parties, and each of them, from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs and expenses, including attorneys’ fees, arising out of or in connection with any third party claim that arises out of or relates to the my participation in or attendance at the Camp. I understand and agree that I am responsible for any and all damages, losses, and expenses incurred by a Released Party arising out of or related to my conduct.

6. If I have any concerns regarding my readiness for participation in the Camp and/or the Camp itself, I will remove the myself from participation and bring such concerns to the attention of the Camp staff immediately.

7. If any term or provision of this Release is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision shall not affect the legality, enforceability, or validity of any other provision of this Release and such provision shall be reformed and construed so that it will be legal, enforceable, and valid to the maximum extent permitted by law. This Release will survive the completion of my participation in the Camp and will continue in full force and effect thereafter.

8. I have read this Release carefully and fully understand all its terms and provisions. I have knowingly and voluntarily agreed to this Release understanding the risks to me and have done so of my own free will, without relying on any statement or representation of any of the Released Parties. I understand that this Release is the entire agreement between me and the Released Parties with respect to the subject matter hereof and that that this Release cannot be modified or changed in any way by oral statements by any of the Released Parties or me. I understand that, in the event of any litigation against the Released Parties, this Release may be raised as a defense and bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me or any of my heirs, assigns, personal representatives or survivors.

[] **I acknowledge that I have carefully read the above Release of Liability and Indemnity, and that I understand its contents. By providing my initials next to this paragraph, I hereby agree to the Release of Liability and Indemnity.**

MEDIA RELEASE

I understand that the Camp may be photographed, filmed, videotaped, or otherwise recorded, and I grant, release, and quitclaim to USSC, NIKE USA, Inc. and its affiliates, and other USSC sponsors and advertisers (the “**Grantees**”), royalty-free, the worldwide right and authority in perpetuity to use Participant’s name, photograph, likeness, recorded voice, videotaped filmed appearances or other image (“**Likeness**”), in any form and for any purpose, without approval by or compensation to me or any third party. The foregoing includes, without limitation, use of the Participant’s Likeness in any media including, but not limited to, print, electronic, digital and/or on the Internet and social media, both during and after the Participant attends the Camp. I understand and agree that no Grantee is responsible for third party use of material that is copied or used without the Grantee’s permission. I further agree that USSC may share Participant’s personal information, including, but not limited to, name, address, date of birth, gender, email address and sports interests, with NIKE USA, Inc. for direct marketing purposes.

[____] I acknowledge that I have carefully read the above Media Release, and that I understand its contents. By providing my initials next to this paragraph, I hereby agree to the Media Release.

AGREEMENT TO ARBITRATE DISPUTES

To the fullest extent permitted by law, the parties agree any that any dispute, claim, or controversy, arising out of or relating to these Health and Release Forms and Rules and Regulations or their breach, enforcement, interpretation or the validity thereof, including the scope or applicability of this agreement to arbitrate, and/or any claim relating to my participation at or in the Camp shall be determined solely by final and binding arbitration before a single neutral arbitrator. This arbitration obligation will apply to all disputes between Participant, on the one hand, and USSC, Nike USA, Inc., the entity operating the Camp, and the owner of the facility at which the Camp is operated (and their respective directors, officers, employees, officials, affiliates, sponsors, hosts, agents, assigns, subsidiaries, owners, partners, and joint venturers), on the other hand. **THE PARTIES HERETO UNDERSTAND AND ACKNOWLEDGE THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY MATTER REQUIRED TO BE SUBMITTED TO ARBITRATION HEREUNDER.**

Any arbitration shall take place in the County of San Francisco, California, unless the parties mutually agree upon another location. The arbitration shall be administered by JAMS in accordance with the then existing JAMS Comprehensive Arbitration Rules & Procedures. A copy of those rules is available on the JAMS website located at <http://www.jamsadr.com/rules-comprehensive-arbitration/>, and a hard copy can be made available to Parent/Guardian upon request. Judgment on the award may be entered in any court having jurisdiction. Any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act.

The arbitrator shall have the power to control discovery and to make all other determinations that the parties' mutual agreement or the then-existing JAMS Comprehensive Arbitration Rules & Procedures may permit. The arbitrator shall have authority to award monetary damages, attorneys' fees, costs, and any and all remedies that would be available in court, and the arbitrator's decision of whether or not to award such damages, fees, costs and remedies shall be based on the JAMS Comprehensive Arbitration Rules & Procedures and on the statute and/or common law upon which the arbitrated claim(s) is/are based. The parties agree that the arbitrator's award will be final and binding on both parties.

The parties agree that they may bring claims against one another only in an individual capacity and not as a class representative, member of any purported class, and/or in a collective, representative, or aggregate proceeding. The parties expressly waive, to the maximum extent permitted by law, the right to bring or participate in, any claim as part of any class, collective, representative or aggregate proceedings. The arbitrator shall not consolidate proceedings involving more than one person's or entity's claims and shall not authorize or preside over any form of class, collective, representative, or aggregate proceeding.

If any aspect of this arbitration agreement is found by an arbitrator or a court to be incomplete or unlawful, then that determination will not render any other portion of the provision invalid or unenforceable, and the balance of the provision shall remain in full force and effect.

[] I acknowledge that I have carefully read the above Agreement to Arbitrate Disputes, and that I understand its contents. By providing my initials next to this paragraph, I hereby agree to the Agreement to Arbitrate Disputes.

I hereby represent, to the best of my knowledge, that the information provided in the "Participant Information," "Health & General History," "Immunizations," and "Insurance" sections above is accurate. Without limiting the terms of these Health and Release Forms and Rules and Regulations, I understand that information I provide to USSC, whether pursuant to these Health and Release Forms and Rules and Regulations or otherwise, is governed by USSC's privacy policy, available at <https://www.ussportscamps.com/privacy/>, and I agree to USSC's privacy policy, as it may be amended from time to time in accordance with its terms.

By initialing above and signing below, I hereby agree to conduct a transaction (that is, agree to the above agreements and releases) by electronic means, and I am supplying my electronic signature with the intent to agree to the above agreements and releases, and to be legally bound thereby.

Signature of Participant:
