

US SPORTS CAMPS

HEALTH AND RELEASE FORMS AND RULES AND REGULATIONS

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

CAMPER INFORMATION

CAMPER NAME: _____

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

Address: _____

City: _____ **State:** _____ **Zip:** _____

Confirmation # _____ **Parent/Guardian Email:** _____

Parent/Guardian Name: _____ **Relationship to Camper:** _____

Home Phone: _____ **Cell Phone:** _____

Parent/Guardian Name: _____ **Relationship to Camper:** _____

Home Phone: _____ **Cell Phone:** _____

Authorized Pick Up & Emergency Contact

Name: _____ **Phone:** _____

Name: _____ **Phone:** _____

Name: _____ **Phone:** _____

GENERAL HEALTH HISTORY

Does the Camper have any Severe or Life-Threatening Allergies? Please List: _____

Does the Camper have any Major Health Concerns? Please List: _____

Discuss any Medical Conditions or History that Will Help us Provide a Safe and Enriching Experience:

If the Camper Should be Restricted from any Activity, Please Note: _____

List All Medications the Camper will be Taking During Camp:

Medication Name	Dosage	Frequency/Times/Meals	Notes

Physician's Name: _____ **Phone Number:** _____

Please input dates for the immunizations listed below. If you are unsure of the exact date, but know the Camper has received the immunization, please input “Y” in the “DATE” field. If the Camper has not received the immunization, or you are unsure, please leave the field empty.

IMMUNIZATIONS		COVID-19 VACCINE	
TYPE	DATE	TYPE	DATE
Diphtheria, tetanus, pertussis (DTap or TdaP)		Moderna (dose 1)	
Polio Vaccine		Moderna (dose 2)	
Measles		Moderna Booster	
Rubella		Pfizer (dose 1)	
Mumps		Pfizer (dose 2)	
Other		Pfizer Booster	
Other		J&J (single dose)	
Other		J&J Booster	
Other		Other	

Because our camp programs have a potential for communicable diseases, we recommend that program participants are appropriately immunized for, at minimum, the following diseases: tetanus, mumps, measles, rubella, polio, pertussis (whooping cough), and diphtheria. This being said, we recognize that some individuals may not be fully immunized for reasons that are biophysical (e.g., the individual is allergic to a serum component) or of personal choice (e.g., faith belief).

If Camper has NOT been fully immunized for biophysical or personal choice reasons. Please sign the following statement: I understand and accept the risks to my child from not being fully immunized.

Signature _____

INSURANCE

Carrier Name: _____ Policy Number: _____

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

CAMP RULES AND REGULATIONS

The Camper is now part of a community of athletes, learners, coaches, and educators that support an environment of growth, inclusion, friendship, and safety. The following rules create boundaries so that the Camper and all attendees contribute to this experience and maintain our relationships with partners and host locations.

1. Full participation in the Camp is mandatory. Non-participation for ANY reason, including illness or injury, does NOT qualify for a tuition refund. If the Camper feels ill, injured, upset, or other, it is their responsibility to inform a Camp staff member immediately.
2. USSC, Nike USA, Inc., the Camp staff, and host facility are not responsible for lost or stolen personal belongings or money. Please leave valuables at home.
3. Cell phone usage is prohibited during Camp activities. Cell phones must be kept in the dorm room (overnight campers) or gym bag (day campers). Though allowed, cell phones are not required. Should the need arise, the Camp Director and/or staff will have a phone available for the Camper to directly contact their parent/guardian.
4. Campers are not permitted to interact with the Camp Director and/or staff through social media, email, text or phone before, during or after the Camp.
5. Campers are to remain on Camp premises at all times and with assigned staff members. Permission to leave must be obtained from the Director, provided the Camper is properly signed out by a parent or guardian.
6. Trespassing into facilities not specifically used by the Camp is forbidden. This includes, but is not limited to, kitchens, cellars, elevators, offices and all locked and unlocked rooms or closets.
7. Campers will not vandalize, deface, damage, or in any way misuse any host facilities, camp property, or the property of other campers. Campers/Parents/Guardians will be charged for the cost of any repairs to dorm or other Camp or campus property.
8. Tampering with electrical wiring, lighting, fire equipment or alarms is forbidden.
9. Violence, abuse, threatening language or behavior, teasing, bullying, or harassment (sexual or otherwise) is not tolerated. Campers will act in a courteous & respectful manner towards other campers, coaches, trainers, students, working personnel, and all other persons they may encounter at the host facilities.
10. Flammables, fireworks, explosives, firearms and weapons of any kind are not permitted at camp.
11. Possession or the use of tobacco, alcoholic beverages, or drugs while at the Camp is forbidden. Camper bags, dorm rooms, bathrooms and other common places may be inspected upon check in or at any time during the Camp to ensure no drugs, alcohol, or other improper substances are brought to camp.

OVERNIGHT PROGRAMS

1. Campers are not permitted to leave the dorm after lights out or allow non-campers to enter the dorms or Camp facilities. Once the Camper is assigned a room, the Camper is not allowed to change it without formal permission from the Director.
2. It is forbidden to enter another camper's room during his/her absence. Boys are not allowed in girls' rooms and girls are not allowed in boys' rooms. **CURFEW, VISITATION, AND QUIET HOURS ARE STRICTLY ENFORCED.**
3. It is expected that campers will live together with mutual respect for one another and their property.

If you or the Camper observe any suspicious or inappropriate behaviors and/or policy violations on the part of Camp staff or campers, including staff-to-camper, staff-to-staff, and camper-to-camper, please call 1-800-645-3226 or email feedback@ussportscamps.com. An official Incident Report can be completed at <https://www.ussportscamps.com/incident-reports>.

IN THE EVENT OF A VIOLATION OF CAMP RULES OR REGULATIONS, PARENTS/GUARDIANS WILL BE IMMEDIATELY NOTIFIED AND REQUIRED TO PICK UP AND/OR ARRANGE FOR TRANSPORTATION HOME FOR THE CAMPER(S) INVOLVED. NO REFUNDS WILL BE PROVIDED.

[_____] I acknowledge that I have carefully read the above Camp Rules and Regulations, and that I understand its contents. By providing my initials next to this paragraph, I hereby agree to the Camp Rules and Regulations.

AUTHORIZATION FOR MEDICAL CARE

On behalf of myself and the Camper, I acknowledge and agree as follows:

1. I am the parent or legal guardian of the Camper. The Camper is capable of safely participating in the Camp and related activities, and all activity restrictions, allergies, and medications applicable to the Camper are listed in the forms above.

2. In the event of an emergency or non-emergency situation requiring medical or dental treatment, I hereby grant permission to Camp staff for any and all medical or dental care to be administered to the Camper, including, but not limited to, the administration of first aid, the administration of an epinephrine auto-injector, and the use of an ambulance. I also hereby authorize Camp staff, acting as my agent, to consent to the following for the Camper: (i) any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care under the general or special supervision and upon the advice of or to be rendered by a physician or surgeon licensed in the state, county, or other locality where the physician or surgeon is located, or (ii) any x-ray examination, anesthetic, dental or surgical diagnosis or treatment, and hospital care by a dentist licensed in the state, county, or other locality where the dentist is located, or (iii) the foregoing in clauses (i) and (ii) administered or performed by the staff of any acute general hospital holding a current license to operate a hospital in the state, county, or locality where it is located. I understand that a good faith attempt will be made to contact me, or the emergency contact named above, before consenting to any of the foregoing in clauses (i), (ii) or (iii) above.

3. I understand that this authorization is being given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to Camp staff to give specific consent to any and all such diagnosis, treatment, or hospital care which an aforementioned physician, dentist, or staff in the exercise of his or her best judgment may deem advisable.

4. I understand that it is important that USSC and the Camp have my permission to share the medical care and emergency contact information of the Camper with the involved Camp staff. My signature below authorizes these individuals to access the Camper's medical and emergency records on file with USSC and/or the Camp and to share this information with involved Camp staff or emergency medical personnel, hospital, or other health care professional who evaluates, diagnoses, or treats an injury, illness, or other condition incurred by the Camper, as deemed necessary by Camp staff.

5. I understand and acknowledge that I am responsible for, and agree to fully pay, all costs of medical and/or dental care incurred by the Camper and rendered pursuant to the authorizations given in this Authorization for Medical Care, including, but not limited to, the cost of medical evacuation, paramedic transportation, hospitalization, and any examination, x-ray, or other treatment provided pursuant to the authorizations given in this Authorization for Medical Care. I further understand and agree that my insurance is primary and non-contributory to any insurance that USSC and/or the Camp may carry. **I hereby, on behalf of myself and the Camper, release, forever discharge, and will hold harmless 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") from and against any and all claims, actions, demands, rights, causes of action, losses, liabilities, costs and expenses, including attorneys' fees ("Claims"), arising from or in connection with any medical or dental aid rendered to the Camper, including any Claims arising out of the passive or active negligence or any other act or omission by the Released Parties; provided, however, that this release does not apply to liability for gross negligence, willful injury, or fraud.** I further agree to indemnify, defend, and hold the Released Parties harmless from and against (i) any claim by a medical or dental care provider or insurance coverage provider for the cost of medical or dental care provided to the Camper and (ii) any medical or dental bills paid by a Released Party on the Camper's and/or my behalf.

I give permission for Camp staff to administer the following Over-the-Counter (OTC) medications and treatments consistent with medication directions.

- | | |
|--------------------------------|-------------------------------------|
| • Antihistamines | Antacid / Digestive drugs |
| • Bug repellent | Decongestants |
| • Eye drops | Pain relievers (Ibuprofen, Tylenol) |
| • Sunscreen (lotion and spray) | Topical ointments or powders |
| • Throat lozenges | |

[] I **DO NOT** want the Camper to receive over the counter medications.

[] I acknowledge that I have carefully read the above Authorization for Medical Care, and that I understand its contents. By providing my initials next to this paragraph, I hereby agree to the Authorization for Medical Care.

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

RELEASE OF LIABILITY AND INDEMNITY

In consideration of the Camper participating in the Camp and its related activities, and as a condition thereof, I am signing this Release of Liability and Indemnity (this “**Release**”) on behalf of myself and the Camper. 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**”).

On behalf of myself and the Camper, 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, the Camper 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 the Camper or others, and/or damage to my, the Camper’s or others’ belongings. The Camper and I voluntarily elect, with knowledge of the risks involved, for the Camper to participate in the Camp.

2. Participating in the Camp may expose the Camper 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 the Camper and 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 the Camper’s 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, the Camper, or by any other person as a direct or indirect consequence of the Camper’s participation in the Camp, whether caused by the action, inaction or active or passive negligence of me, the Camper, 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 Camper’s 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 the Camper’s conduct.

6. If I have any concerns regarding the Camper’s readiness for participation in the Camp and/or the Camp itself, I will remove the Camper 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 the Camper’s 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 the Camper 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 by the Camper 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, the Camper, or any of my or the Camper’s 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 the Camper’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, the Camper or any third party. The foregoing includes, without limitation, use of the Camper’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 Camper 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 my and the Camper’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 Camper’s 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 Camper and/or his/her/their Parent or Guardian, 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 “Camper 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 Parent or Guardian

Printed name of Parent or Guardian

Today's Date