

DISCLAIMER OF LIABILITY

No participation will be accepted without completing this form- **3 SIGNATURES & DATES REQUIRED**

Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., its affiliate schools/universities and its staff do not assume liability for any injuries incurred while at camp or on the way to camp. Parents or Guardians should contact their own insurance carrier to get additional insurance for the camper, if necessary. As a condition of enrollment, the following disclaimer of liability must be signed and dated by the camper's parent or guardian.

RELEASE OF LIABILITY

In consideration of my minor child/ward being allowed to participate in this sport camp program its related events and activities, I, the parent/guardian, acknowledge, appreciate, and agree that:

1. The risk of serious injury from the sports activities involved in this program is always present due to the nature of the sport (s); and there are also risk of injury from such outside camper activities to which you may consent, and

FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and

2. I willingly agree to comply with the program's stated and customary terms and conditions for my child's participation. If, however, I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from participation and bring such to the attention of the nearest official immediately; and

3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Camp, Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., their officers, directors, officials, agents, owners and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, regarding my child and/or arising from his/her activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except for willful misconduct, or otherwise to the fullest extent of the law.

4. I affirmatively state that my child is in good health and has no restrictions or limitations that would affect my child's ability participate in any physical activity and/or activities offered at the Camp, unless I have specifically listed any and all health concerns and restrictions on the Premier Sports Camps, Inc. Emergency Information and Physical Examination Form.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND I UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ELECTRONICALLY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN THE EVENT OF ANY DISPUTE PERTAINING TO ANY PROVISION OF THIS AGREEMENT OR PERTAINING TO THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT, OR IN ANY WAY RELATED TO ATTENDANCE AT THIS CAMP, INCLUDING ANY CLAIM FOR PERSONAL INJURY OR OTHER LOSS, INCLUDING ANY CLAIM AGAINST PREMIER SPORTS CAMPS/WILSON COLLEGIATE TENNIS CAMPS/ WILSON SPORTING GOODS, CO., ANY DIRECTOR, OFFICER, OWNER, OFFICIAL, EMPLOYEE OR AGENT OF THE CAMP OR FOR ANY FOREGOING ENTITY, EACH PARTY HERETO AGREES TO SUBMIT TO BINDING ARBITRATION TO RESOLVE SUCH DISPUTES, BY CLAIM FILED IN COLUMBUS, OHIO, TO BE ARBITRATED HERE OR SUCH OTHER VENUE AS DEEMED APPROPRIATE BY THE ARBITRATOR, SUCH ARBITRATION TO PROCEED UNDER THE RULES. In the event either party to this agreement incurs any expense as a result of the other party's failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses or attorney fees directly or indirectly related to failure to comply. In the event any legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum such as a court of law the validity or application of this agreement, the party who substantially prevails in the court or non-arbitral proceeding shall be entitled to receive reasonable costs of such action or proceeding including attorney's fees. In the arbitration itself, each party shall bear its own attorneys' fees. The following disclosures are intended to help you thoroughly understand the significance of agreeing to arbitrate any controversy, or claim or issues in any controversy or claim which may arise between the undersigned client and the attorney:

A). ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES.

B). THE PARTIES HERETO ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT INCLUDING THE RIGHT TO JURY TRIAL.

C). PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS

D). THE ARBITRATOR'S (S) AWARD IS NOT REQUIRED TO INCLUDE FACTURE FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATOR (S) IS STRICTLY LIMITED.

E). THE ARBITRATOR OR PANEL OR ARBITRATORS WILL TYPICALLY INCLUDE AN ATTORNEY OR JUDGE, ACTIVE OR RETIRED. BY ELECTRONICALLY SIGNING, YOU ARE SIGNIFYING UNDERSTANDING AND ACCEPTANCE OF THE PROVISIONS OF THIS AGREEMENT.

I hereby certify that my minor/ward is in good health and fully able to participate in all activities of the Camp. By electronically signing, I am stating that I am also aware of and accept the risk inherent in the program activity. I agree as well to hold harmless and indemnify the Camp, Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., their officers, directors, owners, officials, agents and employees, from any and all liability, loss, damages, costs, refunds, or expenses which are sustained, incurred or required out of the actions of my dependent in the course of the camp.

I HAVE READ AND FULLY UNDERSTAND OUR OBLIGATIONS STATED THEREIN AND ALSO THE RIGHTS OF PREMIER SPORTS CAMPS/ WILSON COLLEGIATE TENNIS CAMPS/ WILSON SPORTING GOODS, CO., AND HEREBY AGREE TO ACT IN ACCORDANCE. For good and adequate consideration, which I acknowledge I have received, I hereby grant, release, and quit claim to Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., royalty free the right and authority to use, reproduce, and distribute, quoted material, my child's photograph, likeness, recorded voice or videotaped filed appearances (the "material") for promotional and advertising purposes as Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., in its sole discretion will deem appropriate. I also grant Premier Sports Camps to give Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., our camper's name, address, date of birth, gender, phone, electronic mail address and sports interest for direct marketing purposes.

I further expressly agree that the waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Camper Name X _____ **Signature of Parent(Guardian) X** _____ Date _____

PERMISSION FOR TRANSPORTATION:

I, X _____ will and do allow members of the Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., to transport my child by motor vehicle to and from the auxiliary courts and/or other necessary facilities. Members of the staff of the Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., will not be held liable either individually and/or collectively for any injuries that may occur during transportation to or from these facilities. It is understand that all staff members of the Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., will take the utmost precautions to ensure the safety of camp participants at all times.

In addition, the camper in attending the Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., does so at his or her own risk. Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., and it officers, agents and staff shall not be liable for any damages arising from personal injury sustained by the camper while at or on the way to and from camp. The camper and his or her parents or guardians assume full responsibility for any damages or injuries which may occur to the camper during the session and so hereby full and forever exonerate and discharge Premier Sports Camps/Wilson Collegiate Tennis Camps/Wilson Sporting Goods, Co., its officers, agents and staff from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the camper's participation in the camp.

Camper Name X _____ **Signature of Parent(Guardian) X** _____ Date _____

MEDICAL TREATMENT PERMISSION:

In case of emergency or illness involving a PREMIER SPORTS CAMP participant every effort will be made to contact the child's parent(s) or guardian (s). In the event that contact cannot be made, I hereby grant permission for physicians, dentists, or other licensed health care providers and their designees selected by Premier Sports Camps, Inc. to administer outpatient medical, surgical, or dental services as appropriate, or necessary antigens or other injections, to perform emergency procedures as necessary, or to refer to duly licensed medical personnel when indicated.

Camper Name X _____ **Signature of Parent(Guardian) X** _____ Date _____