

### <u>PART I</u> Acknowledgement and Release Agreement

I, \_\_\_\_\_\_\_\_\_, wish to participate in the 2015 Summer Tennis Elite Camp (the Activity) offered by University of Rochester. As a precondition to my participating in the Activity, I have read the following Release Agreement and agree to its terms.

1. <u>Assumption of Risk</u>. I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in this Activity Detail Form on the reverse side of this Release Agreement. I have read and understood the Activity Detail Form. I have been given the chance to ask questions about the Activity Detail Form and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that I may sustain as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of U of R, its officers, trustees, agents, employees or volunteers (the "Releasees"). I understand that I am not required to participate in the Activity and that I choose do to voluntarily and free of duress.

- 2. Liability Release. In consideration for U of R allowing me to participate in the Activity, I agree I will not sue the Releasees and I hereby release and indemnify the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, personal injury (including death) or property damage, that I may sustain, arising from the Activity or while upon the premises where the Activity is being conducted, unless due directly to the gross negligence or willful misconduct of the Releasees.
- 3. Statement of Physical Fitness. I state that I am physically fit and in a condition that will allow me to participate fully and safely in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Releasees have not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and Releasees are relying on my statement of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.
- 4. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage that might result from such emergency medical treatment.
- 5. Governing Law. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or relating to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In the event of an emergency, the emergency contact that is listed on my registration form will be contacted via phone by a staff member as soon as possible.

#### ACTIVITY DETAIL FORM

Name of Activity: 2015 Summer Tennis Elite Camp

Date of Activity: July 10-12, 2015

Location of Activity: Lyman Tennis Center (outdoor tennis courts), Goergen Athletic Center (indoor tennis courts, pool)

**Description of Activity:** Tennis camp for boys and girls ages 14-18 years old. Camp runs from 5:00pm Friday through 12:00pm Sunday. Various activities include, but not limited to, tennis drills, games and match-play, instructional videos, swimming and other activities to improve overall athletic ability of campers.

By participating in these activities you may be exposed to several inherent risks, including but not limited to those listed here:

Physical injury, including but not limited to broken bones, concussions or other head injuries, organ damage, torn ligaments and tendons, cardiac injury, and even death. These may be accompanied by psychic injury or mental anguish. These risks may result from participation in practices, training drills and competitions, and during travel to and from practices and competitions.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (printed)	Signature
Date	

#### **PART II**

#### 2015 University of Rochester Summer Tennis Elite Camp

### **Rules and Regulations**

- 1) The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.
- 2) Participants may not leave University property or the program without permission of the Program Sponsor.
- 3) No violence by anyone involved with the, including sexual abuse or harassment, will be tolerated. Hazing is prohibited. Bullying, including verbal, physical, and cyber bullying, are prohibited.
- 4) No use of tobacco products.
- 5) Misuse, damage or theft of property is prohibited. Charges will be assessed against those participants who are responsible for damage, theft or misuse of University property.
- 6) Participants must follow all safety rules in accordance with University standards and/or as defined by the program administrator.
- 7) Use of cameras, imaging, and digital devices is prohibited where privacy is expected, such as showers, locker rooms and restrooms.
- 8) By signing this agreement, I declare that I have read, understand, and approve the rules, and wish to participate in the 2015 University of Rochester Summer Tennis Elite Camp.

Any participant who is found behaving in direct violation of these rules will be removed from the camp immediately.

In signing this Agreement, I acknowledge that I have read Part II of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (printed)	Signature
Emergency Contact Name	Emergency Contact Number
Date	

# **PART III**

# **Emergency Contact Information**

In the event of an emergency during the activity that requires immediate contact of the coaching staff, a participant, or UR Security, please use the contact information listed below to reach the staff members.

Name: Matt Nielsen Office: (585) 275-1661 Cell: (585) 275-8430

Name: Brian Bowman Office: (585) 275-4305 Cell: (315) 767-3558

UR Security - (585) 275-3333

In the event of an emergency (medical, behavioral, disaster, or significant program disruption) during the activity that requires immediate contact of the participant's parent/guardian, the staff will use the emergency contact name and phone number which were provided by the participant. This information is recorded and filed by the staff as a part of the registration process.