

MTSU SOFTBALL CAMP

Release & Waiver

I/we ("Parent") the undersigned hereby certify that I/we are the parent or legal guardian of the above Participant. I/we give permission for Participant to participate in the MTSU SOFTBALL CAMPS at Middle Tennessee State University ("MTSU"). MTSU SOFTBALL CAMPS is an independently operated camp that is not affiliated with MTSU, operated by TONY FOTI'S FASTPITCH ACADEMY. Participant's participation in MTSU SOFTBALL CAMPS, including, if applicable, residing in MTSU residence halls, is hereinafter referred to as "Activity." Parent's agreement to allow Participant to participate in the Activity is voluntary. Parent is the duly authorized guardian or parent of Participant and has full and exclusive authority to make the agreements contained herein.

Acknowledgement of Risk:

Participant and Parent (collectively "we") understand that the Activity involves certain risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include: bodily injury, loss of limb, death or property damage.

We hereby acknowledge that participation in all MTSU SOFTBALL CAMPS activities involves inherent risks of physical injury and assume all such risks. Participant is participating and Parent is voluntarily giving permission for Participant to participate in the Activity with knowledge of the dangers involved.

MEDICAL RELEASE:

Participant is not suffering from any medical condition, impairment, or disease that would prevent his/her safe participation in the Activity. We have disclosed any and all of Participant's medical conditions to the administrators of the Activity. We acknowledge that Participant is physically fit and mentally capable of participating in softball and all MTSU SOFTBALL CAMPS activities. Participant will use care for his or her own safety and well-being. Participant has not been advised by a physician or any other health care provider to limit his or her participation in activities such as the Activity. We represent that we have sought the opinion of Participant's pediatrician, and he/she concurs that Participant is fully capable of safely engaging in these activities. Participant and Parent assume responsibility for Participant's participation in the Activity and injury while participating in the Activity.

We understand that MTSU SOFTBALL CAMPS and/or MTSU will have an athletic trainer available at the location of the Activity. We therefore grant MTSU SOFTBALL CAMPS and/or MTSU permission to authorize emergency medical treatment, if deemed necessary by MTSU SOFTBALL CAMPS and/or MTSU. We agree that MTSU SOFTBALL CAMPS and/or MTSU assume no responsibility or liability for any injury or damage that might arise out of or in connection with such authorized medical treatment.

We further state that we have adequate health insurance necessary to provide for and pay for any medical costs that we may incur during or arising from Participant's participation in this activity. We accept full responsibility for any expenses incurred to the extent such expenses are not covered by our health insurance.

MTSU SOFTBALL CAMPS Softball COVID Procedures:

Screening for COVID-19 should be done by the legal guardians of the camper. Our trainers and staff will also screen for COVID-19 through observation and temperature checks at the gate. Any camper with signs of COVID-19 will not be able to participate in camp.

Signs of COVID-19:

- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit

Camp Staff:

- Camp staff will not include individuals with underlying conditions
- Staff will limit environmental exposures by additional cleaning and disinfecting of equipment, dugouts, and bathrooms prior to camp.
- A staff member with signs of COVID will not be able to work camp
- All staff will be trained on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.

RELEASE OF LIABILITY AND HOLD HARMLESS:

In consideration for the right to participate in the Activity, Participant and Parent agree to assume the risks involved and acknowledge that such risks may include, but not be limited to, bodily injury and/or death and/or property damage, and hereby collectively and individually release and agree to indemnify and hold harmless TONY FOTI'S FASTPITCH ACADEMY, MTSU SOFTBALL CAMPS and its staff, MTSU, its Board of Regents, and their respective officers, employees, agents, representatives, volunteers, and assigns (collectively "Releases") to the fullest extent allowed by law from all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future resulting from or related to Participant's participation in the Activity. This release will also prevent Participant's family from suing Releases, binds Participant's estate, siblings, parents, heirs, personal representatives, and assigns.

IMAGE RELEASE:

We grant permission to MTSU SOFTBALL CAMPS, MTSU, and their respective agents or employees to use photographs or images taken of Participant for publication in camp or university publications such as camp brochures, social media sites, promotions, newsletters, and magazines, and to use the photos on websites, and to offer them for publication in other non-university newspapers, magazines and websites, without notifying us. We understand that we will receive no compensation for this agreement. We hereby assign any copyright or other proprietary interest, which we might assert in Participant's participation in this activity to MTSU SOFTBALLCAMPS and MTSU. MTSU SOFTBALL CAMPS and MTSU may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or non-profit.

If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. Participant and Parent have read and understand this Release and Hold Harmless Agreement in its entirety and voluntarily enter into same, without reliance on any representations, statements or inducements, express or implied, made by any party whatsoever. Pursuant to Tenn. Code Ann. 47-10-101 *et seq.* We expressly agree to conduct this transaction by electronic means. We understand that we have had the opportunity to ask questions or object to any of the terms of this transaction by contacting MTSU SOFTBALL CAMPS and/or MTSU. By entering this agreement, we acknowledge that we fully understand and do not object to any of the terms of this transaction.

Camper's Name: _____ Date _____

Signature of Parent or Guardian: _____

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