

## SC SKILLS CAMP ASSUMPTION OF RISK & INDEMNITY AGREEMENT

For and in consideration of the undersigned participant's registration with the SC SKILLS CAMP ("Organization") and being allowed to participate in events and member activities, participant and the parent(s) or legal guardian(s) of participant waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant or participant's parent(s) or legal guardian(s) arising out of participation in Camp events, the sport of football, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant and/or participant's parent(s) or legal guardian(s) may have are hereby waived, released and relinquished, and participant and participant's parent(s)/guardian(s) do so on behalf of their heirs, executors, administrators and assigns. Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume all risks relating to sports participation and activities incidental thereto, and understand that sports and activities incidental thereto involve risks to participant's and participant's parent(s)/guardian(s) person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/guardian(s) or the negligence of others, including the organization, its affiliates, members, event hosts, other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (collectively, "releasees"), and include risks arising from the conditions and use of sports facilities and related premises. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions and use of sports facilities and related premises, whether as a participant or a spectator, including without limitation, the risks involved with participating in the Organization's sports activities. Participant and participant's parent(s)/guardian(s) further acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. Participant and participant's parent(s)/guardian(s) agree if any claim for personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless from any and all claims or causes of action by whomever or wherever made or presented for his/her personal injuries, property damage or wrongful death. Participant and participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of football and understand these waivers and releases are necessary to allow the activities of the Organization to exist in its present form. By entering their name on the Camp Registration Form, Participant and participant's parent(s)/guardian(s) acknowledge all of the above.

## SC SKILLS CAMP ASSUMPTION OF RISK & INDEMNITY AGREEMENT ADDENDUM REGARDING COVID-19

For and in consideration of the undersigned participant's registration with the SC Skills Camp ("Organization") and being allowed to participate in events and member activities ("Activity" and "Activities"), participant and the parent(s) or legal guardian(s) of participant waive, release and relinquish any and all claims for liability and cause(s) of action, including, but not limited to, for personal injury, property damage or wrongful death occurring to participant or participant's parent(s) or legal guardian(s) arising out of participation in Camp events, the sport of football, and/or Activities incidental thereto, whenever or however they occur and for such period said Activities may continue, and by this agreement any such claims, rights, and causes of action that participant and/or participant's parent(s) or legal guardian(s) may have are hereby waived, released and relinquished, and participant and participant's parent(s)/guardian(s) do so on behalf of their heirs, executors, administrators and assigns.

**Acknowledgement and Assumption of Risks Regarding COVID-19:** Participant and participant's parent(s)/guardian(s) acknowledge that, given the contagious nature of COVID-19, there are certain inherent risks and dangers in participating in Activities, whether as a participant or a spectator, which cannot be eliminated without destroying the unique character of the Activities. Individuals who participate in any Activity will be in close proximity to others, including, but not limited to, other participants, coaches, employees, volunteers, event hosts, other parents and legal guardians, and family members of other participants. While participating in these Activities, the participant will be in close physical proximity and engage in physical contact with others, including, but not limited to, other participants. Football is a contact sport and the nature of the Activities prevents participants from maintaining a six feet distance from others.

Participant and participant's parent(s)/guardian(s) represent that the minor participant is in good health and in the proper physical condition to participate in the Activities. Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and the contagious nature of COVID-19. The specific risks may include, but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as broken bones, strains, joint or back injury, concussions and infection or illness related to COVID-19 or any other infectious diseases; and 3) catastrophic injuries including paralysis and death. The undersigned fully understands that the risks involved may be caused by his/her or the minor participant's own actions, those of other participants, the conditions in which the Activities take place, or the negligence of the Releasees named in this Agreement. Further, it is understood that there may be other risk either not known to participant and participant's parent(s)/guardian(s) or not readily foreseeable at this time. Participant and participant's parent(s)/guardian(s) fully accept and assume all such risks and all responsibilities for losses, costs, and damages incurred as a result of participation in the Activities.

Participant and participant's parent(s)/guardian(s) further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that participant and participant's parent(s)/guardian(s) may be exposed to or infected by COVID-19 by attending SC Skills Camp Events and Activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Per the Centers for Disease Control and Prevention, COVID-19 is a contagious disease thought to be spread mainly from person-to-person. Although the Organization will put in place preventative measures to reduce the spread of COVID-19, it cannot guarantee that the participant and/or participant's parent(s)/guardian(s) will not come in contact with or become infected with COVID-19 or any other infectious diseases. Participant and participant's parent(s)/guardian(s) understand that the risk of becoming exposed to or infected by COVID-19 at the SC Skills Camp may result from the actions, omissions, or negligence of participant and participant's parent(s)/guardian(s) or others, including, but not limited to, the Organization, its affiliates, members, event hosts, other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (collectively, "Releasees").

**Release and Indemnity:** Participant and participant's parent(s)/guardian(s) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to participant and participant's parent(s)/guardian(s) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that participant and participant's parent(s)/guardian(s) may experience or incur in connection with participant and participant's parent(s)/guardian(s) attendance at the SC Skills Camp or participation in the Activities.

Participant and participant's parent(s)/guardian(s) hereby release, hold harmless and agree not to sue SC Skills Camp, its affiliates, members, event hosts, other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees ("Releasees"). With respect to any and all claims of injury, disability, death or other liabilities and loss of damage to person or property, asserted by or on behalf of participant or by parents or guardians, resulting directly or indirectly, from participating in Activities or the use of its equipment or facilities. This release includes injury, loss or damage caused or claimed to be caused in whole or in part by the negligence of SC Skills Camp and its agents. Participant and participant's parent(s)/guardian(s) understand their rights are surrendered to make any claim or file a lawsuit against the Organization and/or agents for personal injury, property damage, wrongful death, breach of warranty or contract, or under any other legal theory, except in cases, in intentional wrongs or the gross negligence of the Organization and/or its agents. Participant and participant's parent(s)/guardian(s) understand and agree that this release includes any claims based on the actions, omissions, or negligence of SC Skills Camp and/or its agents, whether a COVID-19 infection occurs before, during, or after participation in the Activities.

**Medical Waiver:** In the event of injury or illness while participant and/or participant's parent(s)/guardian(s) are engaged in any Activities, participant and participant's parent(s)/guardian(s) authorize the Organization to consent to medical treatment on behalf of participant and participant's parent(s)/guardian(s) as deemed necessary.

Participant and participant's parent(s)/guardian(s) hereby authorize SC Skills Camp and its officers, employees and agents, into whose care participant and participant's parent(s)/guardian(s) has been entrusted, to consent to the advice of trained emergency personnel.

Participant and participant's parent(s)/guardian(s) understand and agree that participant and participant's parent(s)/guardian(s) are advised to obtain health insurance coverage prior to participation in any Activity and that participant and participant's parent(s)/guardian(s) will be responsible for any medical expenses arising out of any injury or claim arising out of Activity participation.

This release shall be binding to the fullest extent permitted by law. If any provision of this agreement is found to be unenforceable, the remaining terms shall be enforceable. This agreement will be interpreted and construed according to the laws of the State of California, and in the event of any legal action relating to this agreement or any of the subject matter covered by it, such legal action will be initiated, maintained and decided only in Orange County, California.

Participant and participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Releasees, that they are fully advised of the potential dangers of football and the contagious nature of COVID-19 and understand these waivers and releases are necessary to allow the Activities of the Organization to exist in its present form.

By entering their name on the Camp Registration Form, Participant's parent(s)/guardian(s) and Participant acknowledge all of the above. Participant and participant's parent(s)/guardian(s) understand and voluntarily agree to the terms above, which shall be binding upon them, their heirs, estate, executors and administrators. The parent or guardian confirms that they have the authority to make this commitment. Participant and participant's parent(s)/guardian(s) fully understand that with this assumption of risk, release and waiver of liability and indemnity agreement, that the participant and participant's parent(s)/guardian(s) is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that he/she is signing this agreement freely and voluntarily.

## SC SKILLS CAMP MEDIA RELEASE

As a member of the SC SKILLS CAMP program, I hereby authorize and consent to the use of my child's name and visual image for appropriate purposes, including, but not limited to: still photography, video, social media, electronic and print publications, marketing and websites. I give this consent with no claim for payment.