

2018 CAMP & CLINIC  
RELEASE & CONSENT FORM

The Joanna Hardin Softball is sponsored and run by Joanna Hardin Softball LLC, a Virginia LLC, and also referred to herein as the "camp", and it may be held at the University of Virginia (the "University") and use some of the University's facilities. The Joanna Hardin Softball is not, however, sponsored or run by the University, and neither Coach Joanna Hardin nor any of their assistants, administrators or staff (whether they are employees or independent contractors), are acting on behalf of or as employees or agents of the University when they are operating the camp. Each of them is acting on behalf of the Joanna Hardin Softball .

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE SIGNING. EACH PARTICIPANT'S HEALTH AND SAFETY SHOULD BE CAREFULLY CONSIDERED BY THE PARTICIPANT AND/OR SUCH PARTICIPANT'S LEGAL GUARDIAN GIVEN THE RISKS INVOLVED WITH PHYSICAL FITNESS AND IN LIGHT OF THE VARIOUS RELEASES MADE HEREIN.

**CERTIFICATION OF PHYSICAL FITNESS TO PARTICIPATE:**

1. On behalf of myself and my child, I understand that one of the risks of participating in any sport, including the Joanna Hardin Softball , is the risk of injury, including but not limited to serious permanent injury, paralysis, and death. To minimize the risk of injury to my child and other camp participants, I agree to instruct my child to obey all safety rules and any other rules, regulations or restrictions set forth by any of the individuals associated with the camp. I further agree to instruct my child to fully report and/or disclose any problems related to his/her health or physical condition to the camp coaches or assistants as soon as the problem arises or becomes noticeable.
2. By signing below, I certify the following:
  - I am authorized to execute this document and make decisions on behalf of my child as his/her parent or legal guardian.
  - That my child is not currently under the care of a physician for an injury or illness that would prevent his/her safe participation in the camp;
  - That my child is not currently being treated for or recovering from an orthopedic or other injury that would prevent his or her safe participation in the summer camp;
  - That my child has no history of fainting or any other problems whatsoever related to strenuous exercise; and
  - That my child is in good health and that, to the best of my knowledge, there is no reason he or she cannot or should not participate in the kind of physical activity involved with camp participation.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENTS:**

1. By my signature below, and in the event any accident, illness, injury or other medical condition arises in connection with my child's participation in the Joanna Hardin Softball , I hereby authorize the camp, including any of its employees, staff or agents to obtain medical treatment for my child, \_\_\_\_\_, as the same may be deemed reasonably necessary by any such parties.
2. By my signature below, I hereby consent to have my child be photographed or video- or audio-taped during camp activities, and I agree that the images so obtained may be used for educational, marketing and public relations purposes by the Joanna Hardin Softball .

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RELEASE:**

For good and valuable consideration, including my child's participation in the Joanna Hardin Softball , the receipt and sufficiency of which are hereby acknowledged, and as evidenced by my signature below, I hereby, on behalf of myself, my child, and any of our heirs, successors, executors, administrators, assigns or survivors:

1. Agree that I am and shall be responsible for any and all costs associated with any injury or loss (including all actual costs and expenses associated with accompanying medical attention) that may be sustained by my child as a result of his/her participation in the camp, whether such injury is the direct or indirect result of such participation. I further certify that I have, or a member of my family has, health insurance, which provides adequate coverage for any injuries, illnesses or other medical conditions my child may sustain in connection with participating in camp. Further, I acknowledge that I am providing various equipment for my child to use in connection with his/her camp participation, and that I am solely responsible for the effectiveness, upkeep, maintenance, and safety of any such equipment.
2. Forever release, indemnify and hold harmless the Commonwealth of Virginia, the University, the Joanna Hardin Softball , and any and all of their employees, agents, independent contractors and other affiliates, including Coach Joanna Hardin, personally, from and against any and all claims for any damages, loss, injury, disability, or death arising from or in any way in connection with my child's participation in the Joanna Hardin Softball , unless any such claim is the direct result of the gross negligence or willful misconduct of any such parties.
3. Certify that I have read all of the terms and provisions of this form, and that I understand the various obligations I am assuming and rights I am waiving. This waiver is intended to be as broad and inclusive as permitted by law. It shall be governed by the laws of the Commonwealth of Virginia. To the extent that any part of this waiver or agreements is deemed unenforceable for any such reason, the rest of the terms and provisions hereof are intended to remain in full force and effect.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_