

AUBURN UNIVERSITY – ATHLETICS DEPARTMENT- Sunny Golloway's Baseball Camp- Labor Day Weekend 2013
VOLUNTARY WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

PLEASE READ THIS "RELEASE" CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. IT MUST BE FULLY SIGNED AND SUBMITTED BEFORE YOU ARE ALLOWED TO PARTICIPATE.

I, the undersigned, wish for my child to participate in the Sunny Golloway Baseball Camp on the dates, times and location as indicated above and, in consideration for my Child's participation, I hereby agree as follows:

I understand that Sunny Golloway's Camp is operated as an individual enterprise and is not owned, sponsored, or operated by Auburn University.

I am aware that Sunny Golloway's Camp involves competition and sometimes physical contact with and against other participants and that there are inherent dangers and risk of injury involved with such activities. The dangers, hazards and risks may arise from my Child's own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Participation in Sunny Golloway's Camp includes travel to and from the Camp. Therefore, I, for myself and on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Camp.

I acknowledge that specialized experience and skills may be necessary to participate in Sunny Golloway's Camp and I confirm that my Child possess such experience and skills. I understand that physical exercise is required for Golloway's Camp. I acknowledge that my Child is currently not suffering from, nor has he/she previously suffered from, any physical and/or mental disability which would preclude him/her from participation in Golloway's Camp, that would endanger him/her or others or would interfere with his/her ability to safely participate. I acknowledge and agree that it is the responsibility of me and my Child to determine whether my Child is sufficiently fit and healthy to safely participate in Golloway's Camp, and I attest and certify that he/she is sufficiently fit and physically trained.

I hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents, (hereafter "Auburn") and the entity known as the **Sunny Golloway Baseball Camp** and all of its coaches, employees, volunteers and agents (hereafter "Camp Operation") from any and all liability as to any right of action that may accrue to my, or my Child's, heirs or representatives, for any injury or loss that I or my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This agreement is binding on the heirs and assigns of me and my Child. To the extent that my Child engages in activities that are not a part of the Camp and from which he/she may sustain injury or damages, or cause others to be injured or sustain other damage, I understand that Auburn and Camp Operation will not be held responsible.

I furthermore release, indemnify and hold harmless Auburn and Camp Operation from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I or my Child may suffer, for which I or my Child may be liable to any other person, that may or does arise out of my Child's participation in Sunny Golloway's Camp.

In the event of an accident or serious illness, I hereby authorize representatives of Auburn and/or Camp Operation to obtain medical treatment for my Child. I hereby hold harmless and agree to indemnify Auburn and Camp Operation from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries that may occur to my Child during his/her participation in Sunny Golloway's Camp.

This RELEASE shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my participation in any part of Sunny Golloway's Camp, shall be brought only in Lee County, Alabama.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind myself and my Child and the successors, heirs, representatives, administrators, and assigns of myself and my Child.

SIGNATURE IS REQUIRED:

Participant's Name _____ Date _____

Participant's Signature _____

Parent/Legal Guardian's Name _____

Parent/Legal Guardian's Signature _____ Date _____

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19