

Camp _____

Camper Name _____

Date _____

Social Security Number _____

PARENTAL CONSENT AND WAIVER OF RESPONSIBILITY

Sports Camps are operated as an individual enterprise and are not owned, sponsored, or operated by Western Kentucky University.

I am aware of the dangers involved in participating in physical activity, physical competition and with certain equipment related to this Sports Camp. I am aware that Sports Camp's involve competition and sometimes physical contact with and against other camp participants. I am further aware that there is an inherent danger and risk of injury in this participation, competition and use of camp athletic equipment. I and my parent/guardian are aware that many of these injuries may be serious and may include, without limitation, damages to joints, bones, muscles, ligaments, the neck or spine and other parts of the body. Additionally, I will use any required equipment in a proper manner and will follow any and all instructions related to such equipment including those instructions provided by the manufacturer, equipment personnel and coaches.

I agree to exonerate, save, indemnify, and hold harmless the Sports Camps, its owner, employees, and volunteers: Western Kentucky University, its officers, agents, and employees-including without limitation, equipment personnel, physicians and other practitioners of the healing arts-from any and all liability, claims, cause of action, or demands of any kind, including without limitation personal injury which may arise from or in connection with my participation in any activities related to the camp.

Sports Camp insurance will be financially responsible for injuries/accidents occurring during camp; only as secondary coverage after the parent's/guardians insurance has paid.

The terms hereof shall serve as a release and assumption of risk for me, my parents/guardian, my heirs, estate, executor, administrator, assignees, and all members of my family. I have read and understand this acknowledgement and release and execute it as a free and voluntary act. Further, this acknowledgement and release is contractual and not a mere recital.

I hereby grant permission for physicians, dentists, other licensed health care providers and their designees to administer outpatient medical, surgical, or dental services as appropriate, or necessary antigens or other injections, to perform emergency procedures as necessary or to refer to duly licensed medical personnel when indicated.

Parent or Legal Guardian Signature

Date

MEDICAL CLEARANCE

I hereby certify the named camper is physically able to participate in Western Kentucky University Sports Camps and that I know of no physical impairments which would in any manner limit his/her participation in such program. *Physician's*

Signature _____ *Date* _____

OR

Provide a state high school physical (within 12 months) at camp check-in

MEDICAL & INSURANCE INFORMATION

Hospitalization Plan: Claim No. _____ Company _____

City _____ State _____ Zip Code _____

Phone _____

FRONT AND BACK COPY OF INSURANCE CARD SHOULD BE INCLUDED AT TIME OF CHECK-IN

Medical History (if pertinent):

Allergies, present medication, special considerations:

Parent/Guardian _____

Address _____ City _____ State _____ Zip Code _____

EMERGENCY MEDICAL INFORMATION

NAME () PHONE () CELL

NAME () PHONE () CELL

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 John Pawlowski 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 John Pawlowski's Camp is operated as an individual enterprise and is not owned, sponsored, or operated by WKU University.

I am aware that John Pawlowski'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 John Pawlowski'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 John Pawlowski's Camp and I confirm that my Child possess such experience and skills. I understand that physical exercise is required for Pawlowski'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 Pawlowski'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 Pawlowski's Camp, and I attest and certify that he/she is sufficiently fit and physically trained.

I hereby release Western Kentucky University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents, (hereafter "WKU") and the entity known as the **John Pawlowski Baseball Camp** aka Throw90 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 WKU and Camp Operation will not be held responsible.

I furthermore release, indemnify and hold harmless WKU 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 John Pawlowski's Camp.

In the event of an accident or serious illness, I hereby authorize representatives of WKU and/or Camp Operation to obtain medical treatment for my Child. I hereby hold harmless and agree to indemnify WKU 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 John Pawlowski's Camp.

This RELEASE shall be governed by and construed under the laws of Kentucky. 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 John Pawlowski's Camp, shall be brought only in Warren County, Kentucky.

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

WKU Baseball Camps

Policies and Procedures

Refunds

Each registered camper is required to pay a deposit upon receipt of their registration application. In most cases this is the full camp fee. This deposit is non-refundable and non-transferable. If, however, a camper is unable to attend due to an untimely illness or injury all camp fees paid may be refunded with the appropriate doctor signed medical documentation. In this scenario, to be eligible to receive a camp refund, a written doctor's excuse is required to be submitted prior to the camp date and not to exceed 5 business days to be received in the WKU Baseball office after the scheduled event.

If it is necessary for a camper to leave a camp session early due to an unforeseen illness or injury, the camper's cost for the missed portion of the camp may be refunded provided that the camper is seen by the camp trainer on staff and that camper's parent(s)/legal guardian provide the Camp Director signed documentation explaining the reason for the early departure.

A camper ***MUST*** have all appropriate paperwork signed and turned in to the Camp Director prior to the camper's participation in the camp. No camper will be allowed to participate without having turned in the required documents. If a camper fails to provide the appropriate forms at registration and has already paid the amount of the deposit, the deposit will not be refunded.

Prorating Costs

A camper may register for fewer than the scheduled number of days for a prorated cost. The camper ***MUST*** notify the camp director of this prior to the start of camp. A camper may not receive a prorated cost after deciding to leave during the camp unless it is an unforeseen illness or injury as stated above in the refund policy.

Property

Campers will be held responsible for any damages they may cause. This includes housing facilities, cafeteria, and baseball camp facilities and equipment. The cost acquired from any damages will be billed directly to the camper's parent(s) or legal guardian.

Camp Staff

The camp staff is required to act in a professional manner at all times. The dorms will be adequately staffed for overnight camps. We will have a minimum of 1 staff member on each floor of the dorm where applicable.