

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

Participant's Name: _____	Parent/Guardian Name: _____
Participant's Address: _____	
Today's Date: _____, 20____	Camp/Clinic Date(s) and Time(s): _____
Coach: _____ Company: _____	Camp/Clinic Title/ Description: _____ _____

Participant has voluntarily chosen to enroll, attend and participate in the Camp/Clinic as defined above ("Activity"). Participant and Parent/Guardian understands and agrees that there may be health and safety hazards due to the physical nature of the Activity (including, without limitation, falling; slipping; tripping; contact with other participants; being injured by sports equipment; exposure to communicable and/ or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19) and transportation accidents and dangers inherent to travel to unfamiliar neighborhoods) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/ or property damage associated with the Activity, and Participant and Parent/Guardian knowingly assume such risk. In consideration for Participant being permitted to participate in the Activity, Participant and Parent/ Guardian, intending to be legally bound, hereby waive and release forever any and all rights and claims Participant and/or Parent/Guardian may have against Villanova University, its trustees, officers, agents, and employees, and, from and against any and all liability for any harm, injury, illness, death, damage, claims, demands, actions, and expenses of any nature, including those relating to COVID-19, which Participant and/ or Parent/Legal Guardian may have or which may hereafter accrue to Participant and/ or Parent/ Legal Guardian, arising out of or related to any loss, damage, or personal injury, illness, or death, that may be sustained or claimed to be sustained by Participant or loss, damage, or theft of any property belonging to or used by Participant, whether caused or allegedly caused by or resulting from any reason, including without limitation, the negligence (whether characterized as negligence or gross negligence) on the part of Villanova University, its trustees, officers, employees, agents, Company, Coach, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. If any portion of this provision is determined to be unenforceable, the remainder shall still be enforceable to the fullest extent permissible.

Participant and Parent/Guardian agree that Participant will follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

Participant and Parent/Guardian hereby authorize Villanova University, Company, Coach, or their respective employees, agents, or volunteers, at their sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital in an ambulance or otherwise). However, Participant and Parent/Guardian acknowledge that Villanova University, Company, Coach, or their respective employees, agents, or volunteers may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant and Parent/Guardian understand that this Activity is neither administered nor sponsored by Villanova University and that Company and/or Coach is providing this Camp/Clinic outside the scope of his/her/their employment with Villanova University. Participant and Parent/Guardian each hereby release, hold harmless, and indemnify Villanova University, its trustees, its officers, its employees, its agents, Company and Coach from any and all claims and liability arising out of the Activity.

Participant and Parent/Guardian also hereby grant permission for the use of Participant's image in any photographs, videos, sound recordings or other media containing Participant's image ("Images") made in connection with the Activity. The Images may be used, reproduced, and distributed without restriction for the benefit of Villanova University or the Camp/Clinic in any and all publications or media, in any form, including on any Villanova University web site or social media site, without further consideration, and Participant and Parent/Guardian acknowledge Villanova University's right to so use the Images at its discretion. Participant and Parent/Guardian hereby irrevocably waive and release any claims against Villanova University, Company or Coach in connection with the use of the Images.

This Release, Indemnification, Hold Harmless Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions. If any portion of this Release, Indemnification, Hold Harmless Agreement is held invalid or unenforceable, the balance shall remain in full force and effect. The language of all parts of this Release, Indemnification, Hold Harmless Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Release, Indemnification, Hold Harmless Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof, and if any portion is held invalid or unenforceable, the balance continues in full force and effect. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Release, Indemnification, Hold Harmless Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Signature of Participant: _____
(Please sign in ink if Participant is 13 years of age or older. Typed, electronic, or digital signatures are not acceptable.)

If Participant is under 18, this must be signed by a Parent or Legal Guardian of Participant:

Signature of Parent or Guardian: _____
(Please sign in ink. Typed, electronic, or digital signatures are not acceptable.)